UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2020-07 PHARMACY CLEAN ROOM DESIGN AND BUILD

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA CONFIRMATION FORM

for RECEIPT OF BID NO. 2020-07 PHARMACY CLEAN ROOM DESIGN AND BUILD

If you are interested in this invitation, immediately upon receipt please complete, scan and e-mail this Confirmation Form to Frances.Heiy@umcsn.com.

Failure to return this form means you are not interested in the project and do not want any associated addenda e-mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID 2020-07

DESCRIPTION: PHARMACY CLEAN ROOM DESIGN AND BUILD

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:	
Company Address:	
City / State / Zip:	
Name / Title:	
Area Code/Phone Number:	
Email Address:	

E-MAIL THIS CONFIRMATION FORM TO Frances.Heiy@umcsn.com

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INVITATION TO BID

BID NO. 2020-07 PHARMACY CLEAN ROOM DESIGN AND BUILD

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2021-20

SCOPE OF WORK: For full details, see Exhibit A, Scope of Work in this Bid Document

ESTIMATED COST: \$1,260,000

A <u>MANDATORY</u> Pre-Bid Conference will be held on <u>Tuesday</u>, <u>September 01</u>, <u>2020</u> at <u>10:00 a.m. PDT</u>, in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106. If your firm is unfamiliar with the OWNER's Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Frances Heiy, Contracts Specialist, at (702) 207-8846 no later than <u>Thursday</u>, <u>August 27</u>, <u>2020</u>, and a training session will be provided immediately following the pre-bid conference referenced above.

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (<u>Frances.Heiy@umcsn.com</u>) no later than **5:00:00 p.m. PDT on Friday**, **September 11**, **2020**. OWNER will issue any necessary Addenda by close of business **Friday**, **September 25**, **2020**.

Bids will be accepted at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Tuesday**, **October 13**, **2020** at **2:00 p.m. PDT**, based on the time clock at the OWNER'S Ambulatory front desk, Suite 265, and will be opened immediately thereafter. BIDDERs and other interested parties are invited to attend the Bid opening.

Bid documents and any related drawings and plans will be available on Compact Disc (CD) upon request at the above address, and on the Clark County Purchasing & Contracts Current Opportunities website at http://www.clarkcountynv.gov/administrative-services/purchasing/Pages/listings.aspx. Once on the site, scroll to the bottom for OWNER's Opportunities and locate the appropriate Bid Number in the list of current solicitations. A CD will be provided at no charge. However, if the CD is to be mailed, there is a nonrefundable charge of \$5.00. All checks are to be made payable to University Medical Center of Southern Nevada. CD's can be requested by emailing Frances.Heiy@umcsn.com or by calling (702) 207-8846. Please specify the project number and description, and include your company address, phone number and email address.

PUBLISHED:

Las Vegas Review-Journal August 16, 2020

INSTRUCTIONS TO BIDDERS BID NO. 2020-07 PHARMACY CLEAN ROOM DESIGN AND BUILD

1. PROJECT SCOPE OF WORK

University Medical Center of Southern Nevada is seeking a turnkey solution, installation, and configuration for a modular USP 800 compliant negative pressure Clean Room along with redesign of the USP 797 existing space and relocation/construction of support space and offices. This bid is to design and install approximately 4,182 square feet of ISO Class 7 and ISO Class 8 Clean Rooms designed in compliance with ISO 14644-1 standards and 2018 FGIs. The SUCCESSFUL BIDDER shall include design, engineering, furniture, fixtures, equipment, material, project management, professional installation, Clean Room certification, start up, required permits, state and local fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces. The turnkey solution design will provide pricing which includes labor, material, and equipment necessary to bring the area into compliance. For full details, see exhibit A Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – Tuesday, September 01, 2020 at 10:00 a.m. PDT., Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening - Tuesday, October 13, 2020 at 2:00 p.m. PDT., Ambulatory Conference Room

3. DESIGNATED CONTACTS

OWNER's authorized representative for the bid process is Frances Heiy, Contracts Specialist, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Frances Heiy via email (frances.heiy@umcsn.com) or by phone at 702-207-8846.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a BIDDER and a member of the Board of County Commissioners (BCC), Governing Board (GB) or between a BIDDER and a non-designated OWNER contact, regarding this Bid is strictly prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact specified above. Failure of a BIDDER, or any of its or any of its representatives, to comply with this paragraph may result in its Bid being rejected.

5. **DEFINITIONS**

- A. Architect: OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- B. **Addendum**: A written document issued by the OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- C. Additive/Deductive Bid Items: An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price(s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.
- D. Additive Alternate Bid Item: An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by the OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- F. Bidder(s): A Prime Contractor who submits a Bid to the OWNER for a project.
- G. Bid Form(s): The Bid Form pages, Bid Security, and any attachments.
- H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

- I. Bid Documents: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.
- J. Consulting Architect/Engineer: A licensed and registered professional contracted by the OWNER to design the project's special provisions and drawings.
- K. **Consulting Construction Manager**: The Construction Management firm contracted by the OWNER to manage the construction of the project.
- L. Consulting Engineer: A professional engineering firm contracted by the OWNER to design the project's specifications, special provisions and drawings.
- M. Contract: Contract documents include the Bid Documents, BIDDER's Bid Form, all Addenda, BIDDER's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.
- N. Contract Drawings: The Contract Drawings used for bidding shall have the following title:

Pharmacy Clean Room Design & Build

The Contract Drawings do not purport to show all the details of the project. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the project progresses, by the OWNER. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the project.

- O. **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful BIDDER. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.
- P. **Engineer**: OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- Q. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- R. **Owner**: The term used throughout these documents will mean University Medical Center of Southern Nevada ("OWNER").
- S. **Planholders**: Prospective BIDDER(s) who have returned the Confirmation Form near the front of this Bid Document.
- T. **Subcontractor/Independent Contractor**: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- U. **Successful Bidder**: BIDDER who is the lowest responsive, responsible and/or best BIDDER, to whom the Governing Body or the authorized representative has authorized the award of the contract.

6. BIDDER'S REPRESENTATION AND CERTIFICATIONS

A. Each BIDDER by submitting their Bid represents that:

- 1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The BIDDER's offer may expire at the end of the 120 calendar day period.
- 2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.
- 3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.
- 4. BIDDER understands that all language in the Bid Document is non-negotiable.

- 5. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.
- 6. Prohibition Against Israel Boycott: In accordance with Nevada Revised Statute 332.065, SUCCESSFUL BIDDER certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

B. Nevada State Contractors' Board Licensing

- BIDDERs for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the BIDDER. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low BIDDER's Contractor's license to the scope of the project, it shall be the low BIDDER's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. BIDDERs are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
- 2. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

C. Journeyman and Master Electrician and Plumbing Examination Program

- All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
- All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
- 3. The general Contractor or specialty Contractor submitting a Bid to the OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) and subsequent awarded BIDDER(s) agree to provide within twenty-four (24) hours of a request by the Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to the OWNER.
- 4. OWNER staff, including but not limited to, from Plant Operations, Contracts Management, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to the OWNER.

D. Addenda and Interpretations

- 1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER's employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.
- 2. BIDDERs shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERs discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.
- 3. Addenda shall be posted on the Clark County Purchasing website and/or sent via e-mail, mail, or certified mail and will be made available for pick up to all known Planholders.

- 4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.
- 5. BIDDERs shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. SUBMITTAL OF BID - REQUIRED DOCUMENTS

The following documents, together, comprise a Bid: The Bid Form, all Stipulated Bid Attachments, and the Bid Security, shall be included in the envelope containing the bid. Omission of, or failure by a BIDDER to complete any portion of the required documents, or fail to include them in the Bid envelope at the time of Bid Opening, may be cause to reject the Bid.

A. Bid Form

 BIDDER shall complete and include all Bid Form pages, and all stipulated Bid Attachments, all of which have a black bar on the right margin, as part of its Bid submittal.

2. Apprenticeship Utilization Act:

- a) SUCCESSFUL BIDDER, and its subcontractors shall be bound by and comply with Senate Bill 207 of the 2019 Nevada Legislative Session ("Statute"), which requires employment of Apprentices in Public Works, whenever the actual value of the contract totals \$100,000 or more. SUCCESSFUL BIDDER shall abide by the Apprenticeship Standards, including the ratio of four (4) journeyworkers for each Apprentice and the Committee's (local joint committee on apprenticeship) jurisdiction to determine all Apprentice disputes with SUCCESSFUL BIDDER or SUCCESSFUL BIDDER shall request a waiver from Client, providing documentation justifying the waiver.
- b) SUCCESSFUL BIDDER agrees to pay: (i) wages to the Apprentice, less authorized deductions, according to the Apprentice wage schedule set forth in the Apprenticeship Standards (Form 5910), and (ii) fringe benefit contributions pursuant to the terms of the Trust Agreements creating them and the Apprenticeship Standards. The SUCCESSFUL BIDDER shall pay the appropriate hourly contributions rates to each applicable Trust Fund, and any other employee benefit Fund required, for each hour worked by the Apprentice on the Public Works Project. Contribution payments shall be made at the time, place and in the manner directed by the Trust Funds' Administrator.
- c) SUCCESSFUL BIDDER agrees to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Agreement), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.
- d) SUCCESSFUL BIDDER agrees to review SB 207, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.labor.nv.gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. Please note that if a change order causes a contract to exceed \$100,000, the Owner will audit the entire contract period.

3. Subcontractors/Independent Contractors Information

a) The BIDDER shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. BIDDER must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than 1 percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor, the prime contractor shall also include on the list:

- (1) A description of the labor or portion of the work that the prime contractor will perform; or
- (2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

Within two (2) hours after the completion of the opening of the bids, the BIDDERs who submitted the three (3) lowest bids must submit a list containing:

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- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$100,000.
- (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater.
- c) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- d) If a BIDDER substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the BIDDER shall forfeit, as a penalty to the OWNER, an amount equal to one percent (1%) of the total amount of the contract.
- e) If a BIDDER indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the BIDDER shall forfeit as a penalty to the OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:
 - (1) An amount equal to 2.5 percent (2.5%) of the total amount of the contract; or
 - (2) An amount equal to 35 percent (35%) of the estimate by the engineer of the cost of the work the BIDDER indicated pursuant to NRS 338.141 that he or she would perform on the public work.
- f) BIDDER agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the BIDDER. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the OWNER.
- g) Per NRS 338.140.1.d, the OWNER agrees to provide, upon the OWNER's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

3. Non-Discrimination and Fair Employment Practices

a) <u>Discrimination</u>:

The Board of County Commissioners and OWNER's Governing Board are committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if the BIDDER or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; OWNER may declare SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

b) <u>Fair Employment Practices</u>:

In connection with the performance of work under this contract, the BIDDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The BIDDER further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a BIDDER shall constitute a material breach of this Contract.

c) <u>Close-out Documentation</u>

As a part of the required contract close-out documentation, BIDDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The

close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

d) The Bid form requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

(1) MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more minority persons of African-American (AA), Hispanic American (HA), Asian-Pacific American (AX), Pacific Islander (PI) or Native American (NA) ethnicity.

(2) WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more women.

(3) PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(4) SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

(5) VETERAN OWNED ENTERPRISE (VET):

A Nevada business at least 51 percent (51%) owned/controlled by a veteran.

(6) DISABLED VETERAN OWNED ENTERPRISE (DVET):

A Nevada business at least 51 percent (51%) owned/controlled by a disabled veteran.

(7) EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

The information provided by the BIDDER is for the Owner's information only, as requested by the Board of County Commissioners and OWNER's Governing Board.

4. Bids submitted shall be on the forms provided by OWNER. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the BIDDER to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

B. Bid Security

- Each Bid shall be accompanied by a Bid security (in the form of, at BIDDER's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within ten (10) business days after OWNER's written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of the BIDDER and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the OWNER. All checks and money orders must indicate the Payee as University Medical Center of Southern Nevada and reflect the complete Bid number.
- 2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

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- 3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (Bid Attachment 1), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.
- 4. The OWNER will have the right to retain the Bid security of BIDDERs to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 5. Should this Bid contain Lots, the BIDDER may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the BIDDER elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

8. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the BIDDER, the Bid Number, and the Project Title in the upper left-hand corner. No responsibility will attach to the OWNER, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid which is not properly addressed and identified

The following are detailed delivery instructions for bids:

HAND DELIVERY

UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106

U.S. MAIL DELIVERY

UMC Attn: Contracts Management 1800 West Charleston Blvd. Las Vegas, NV 89102 UMC

EXPRESS DELIVERY

UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106

Regardless of the method used for delivery, the BIDDER shall be wholly responsible for the timely delivery of its bid. FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

Bids are time-stamped upon receipt. Bids submitted must be time-stamped no later than 2:00:00 p.m., PDT. on the bid opening date. Bids time-stamped after 2:00:00 p.m., PDT, based on the time clock at the OWNER Ambulatory front desk will be recorded as late, remain unopened and be formally rejected. Overnight Mail must use the 89106 zip code. BIDDERs and other interested parties are invited to attend the bid opening.

9. WITHDRAWAL OF BID

A. Before Bid Opening:

BIDDERs may request withdrawal of a submitted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted in writing to the Authorized Representative.

B. After Bid Opening:

The OWNER may allow a BIDDER intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the BIDDER or its employee(s) in preparing its bid. Such BIDDER, upon discovery of the mistake, must immediately notify the OWNER in writing of such mistake. The notice to the OWNER must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the BIDDER to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the OWNER's satisfaction, the BIDDER shall be prepared to meet with the OWNER within 24 hours of notification by the OWNER to further review the BIDDER's request for withdrawal of its bid. In any case of a withdrawal, OWNER may require that BIDDER forfeit its bid security to the OWNER.

10. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more BIDDERs who are the low BIDDERs, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and OWNER can justify awarding to the BIDDER with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to BIDDERs. When a drawing is necessary, the BIDDERs involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

11. EVALUATION OF BIDS AND AWARD

A. Line Item Total Prices/Evaluation

The BIDDER shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by OWNER. For purposes of progress payments and change orders, the OWNER will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the BIDDER will enter a "0" or write the words "NO COST." A BIDDER who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

B. Award: Unit Prices

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by OWNER. A BIDDER who fails to quote a unit price for all items may be deemed non-responsive due to an incomplete bid. If there is no cost for a unit price, the BIDDER shall enter a "0" or write the words "NO COST."

C. Intent to Award

The OWNER will issue a formal letter of Intent to Award to the low responsive responsible and/or best BIDDER. The BIDDER shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that <u>before</u> any Public Works contract is awarded and becomes binding, the BIDDER shall furnish bonds and insurance.

D. Award Determination

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best BIDDER, based upon the Total Bid Amount. BIDDERs must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; BIDDER preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

- 1. Failure to use the Bid Form(s) furnished by the OWNER.
- Lack of signature by an authorized representative on the Bid Form(s).
- 3. Failure to properly complete the Bid Form(s).
- Evidence of collusion among BIDDERs.
- 5. Omission of Bid Security, in an acceptable form.
- 6. Unauthorized alteration of Bid Form(s).
- 7. Failure to fill out the Disclosure of Ownership/Principals form.
- 8. Reports of poor performance on previous contracts.
- 9. Evidence of Federal Debarment in accordance with the provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2.

OWNER reserves the right to waive any minor informality or irregularity.

E. Disclosure of Ownership/Principals

Any BIDDER recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to the OWNER within 24 hours after request. Failure to fill out the subject form by the BIDDER shall be cause for rejection of the bid.

F. Award of Contract

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and the SUCCESSFUL BIDDER has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Contracts Specialist or her/his designee will issue an Award Letter. The bid will then become a binding contract.

12. SCHEDULE OF VALUES

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERs for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents.

Following are detailed delivery instructions for Schedule of Values:

*Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment

HAND DELIVERY

E-Mail DELIVERY
frances.heiy@umcsn.com
*reference above note

UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106

13. PROJECT WORKFORCE CHECKLIST

At bid opening the BIDDER will present a completed Project Workforce Checklist, Attachment 5.

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERs must provide a completed Project Workforce Checklist for all named (used) subcontractors).

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent via email, fax or delivered to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.

A request for waiver (for cause) can be submitted if:

- a. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
- b. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
- c. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Following are detailed delivery instructions for Progress Workforce Checklist:

*Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment

HAND DELIVERY

UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106 E-Mail DELIVERY

frances.heiy@umcsn.com *reference above note

14. BONDS AND INSURANCE REQUIREMENTS

The SUCCESSFUL BIDDER shall obtain the bonds and maintain through the contract term the insurance coverage required in Exhibit C, incorporated herein by this reference. The SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in Exhibit C. The cost of the insurance coverage shall be included in the bid amount.

BIDDERs are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Notice of Intent to Award. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. The SUCCESSFUL BIDDER shall provide all submittals requested in this section within ten (10) business days. If the SUCCESSFUL BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the SUCCESSFUL BIDDER will pay to the OWNER the amount of \$100.00 per day as liquidated damages.

15. PROTESTS

Any BIDDER who bids on a contract may file a written protest regarding the awarding of contract with the OWNER within five (5) business days after the recommendation to award a contract is issued by the OWNER or authorized representative. The protest must include a written statement setting forth the specific reasons the BIDDER submitting the protest believes the applicable provisions of the law were violated. The BIDDER filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to the OWNER who shall hold the

bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

An unsuccessful BIDDER may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the Governing Body nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a BIDDER, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the BIDDER who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by the OWNER in an amount equal to the expenses incurred by the OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the BIDDER who posted the bond or submitted the security.

16. REJECTION OF BID

OWNER reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

17. FEDERAL, STATE, LOCAL LAWS

All BIDDERs, the successful BIDDER, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to jurisdiction for conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

18. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among BIDDERs and prospective BIDDERs acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such BIDDERs void.

Advance disclosures of any information to any particular BIDDER which gives that particular BIDDER any advantage over any other interested BIDDERs, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

19. RESPONSIBILITY OF CONTRACTOR

- a) It is understood that in the performance of the services herein provided for, BIDDER shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, BIDDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by BIDDER in the performance of the services hereunder. BIDDER shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- BIDDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. BIDDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions BIDDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. BIDDER shall notify the OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. BIDDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

Pharmacy Clean Room Design & Build

- BIDDER will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming c) changes; testing; change control; and other similar activities, including OWNER's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment), and/or I-179 (Vendor: Roles Responsibilities and Credentialing) as may be amended from time to time. OWNER will provide a copy of said policy upon BIDDER request.
- d) BIDDER shall be fully and solely responsible for background checks, compliance with immunizations, and badging as required by OWNER. Check with IntelliCentrics for current badging requirements; https://intellicentrics.com/supplier-credentialing/.
- e) BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the OWNER may declare the BIDDER in breach of the Contract, terminate the Contract, and designate the BIDDER as non-responsible.
- f) BIDDER acknowledges that BIDDER and any Subcontractors, agents or employees employed by BIDDER shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of BIDDER or any of its officers, employees or other agents.
- g) The BIDDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the BIDDER, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, BIDDER shall follow practices consistent with generally accepted professional and technical standards.
- h) It shall be the duty of the BIDDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. BIDDER will not produce a work product that violates or infringes on any copyright or patent rights. The BIDDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by BIDDER shall not in any way relieve the BIDDER of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of BIDDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and BIDDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by BIDDER's performance or failures to perform under this Contract.
- i) BIDDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the BIDDER will immediately replace him or her with a qualified person and inform the OWNER in writing.
- j) As built drawings and related specifications shall become and remain the property of the OWNER. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by BIDDER during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- k) The BIDDER agrees that its officers, employees, Subcontractors and suppliers will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- I) The BIDDER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- m) The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

20. RESPONSIBILITY OF OWNER

- a) The OWNER agrees that its officers, employees, and contracted firms will cooperate with BIDDER in the performance of services under this Contract and will be available for consultation with BIDDER at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the OWNER.
- b) Owner's Departmental Responsibilities:
 - 1. The OWNER's Contract Management Department will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The OWNER's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addendum.
 - Upon the issuance of a written Notice of Award, the services performed by BIDDER under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER's departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquirers, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally, shall administer and coordinate the OWNER's design professional, construction management firm or other OWNER contracted firm(s). OWNER's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the BIDDER in writing before the effective date of each such delegation.
- c) The review comments of OWNER's representative may be reported in writing as needed to BIDDER. It is understood that OWNER's representative's review and oral comments do not relieve BIDDER from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.
- d) OWNER staff (including but not limited to those) from Contracts Management, Plant Operations, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing any electrical and/or plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

21. DISCLAIMER

The prospective BIDDER is responsible for obtaining all addenda, correspondence, and any other documentation issued by OWNER. OWNER is not responsible for the accuracy or completeness of any documentation the BIDDER receives from **any source** other than OWNER's Contracts Management Division.

GENERAL CONDITIONS

BID NO. 2020-07 Pharmacy Clean Room Design and Build

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

a) Notice to Proceed (for Work)

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Contracts Management Division will issue a Notice of Award which authorizes the BIDDER to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Plant Operation Department shall issue a Notice to Proceed to commence the work.

1.2 TIME: COMPLETION OF PROJECT

a) Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract. By executing the Contract, BIDDER confirms that the Contract completion date or contract time is a reasonable period for completing the Work. BIDDER shall proceed expeditiously with adequate forces to achieve final completion within the stipulated Contract completion date or contract time.

Except in exceptional circumstances, delays caused by suppliers, subcontractors at any tier shall be considered to be within the control of BIDDER. Should BIDDER require additional time to complete the Work, BIDDER shall document the reasons therefore and request an extension of time at the time the alleged delay occurs. Failure to notify OWNER of any delay as provided in this Section shall preclude BIDDER from subsequently claiming any damages due to said delay. Requests for extensions of time shall be submitted as a Change Order request to OWNER for OWNER's consideration

- b) The Successful BIDDER, upon becoming the awarded BIDDER, shall commence the work to be performed on the date set by the OWNER's departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **one hundred**, **eighty-two (182) calendar days** from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The BIDDER shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the BIDDER and shall have been included in the bid amount(s).
 - In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.
 - The time specified above represents no overtime requirement. The scheduling of overtime for this
 project is solely the responsibility of the BIDDER. The OWNER is not responsible for any additional
 costs related to overtime work performed.

c) Contractor's Performance of Work

The BIDDER shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

d) Liquidated Damages

In case of failure on the part of the BIDDER to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if the Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of \$100.00 for each calendar day of delay until the work is complete, together with any increased costs incurred by the Owner in completing the work.

2. Owner's Recovery of Bidder's Preference Liquidated Damages

If the OWNER determines that the BIDDER has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the OWNER may seek to recover by civil action

Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

1.3 PERMITS AND FEES

The BIDDER shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. BIDDERs shall direct questions to the designated contacts specified in the Instructions to BIDDERs.

1.4 UTILITIES

The BIDDER shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by BIDDER at no additional cost to the OWNER, unless otherwise specified in this bid document.

1.5 <u>STANDARDS AND CODES</u>

- a) Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- b) Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- c) In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

BIDDER shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. BIDDER shall make any and all payroll deductions required by law. BIDDER herein indemnifies and holds the OWNER harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the BIDDER will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of OWNER and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- a) The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:
 - 1. Permits required by law from other agencies, and/or the County, issued to the BIDDER, and/or the County.
 - 2. Change orders, supplemental contracts and amended contracts.
 - 3. Instructions to BIDDERs, including any addenda.
 - 4. General Conditions, including any addenda.
 - 5. Special Provisions, including any addenda.
 - 6. Contract Drawings, including any addenda.
 - 7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.

- 8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
- b) Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.
- c) Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
- d) Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
- e) Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
- f) The BIDDER shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the BIDDER discovers such an error or omission, the BIDDER shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.9 INDEMNITY

a) Notwithstanding the insurance coverage required herein, BIDDER hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by BIDDER, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

BIDDER's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

b) BIDDER agrees to indemnify, defend, and hold harmless the OWNER, its officers and employees, from any and all claims by BIDDER's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.10 ADA REQUIREMENTS

All work performed or services rendered by the successful BIDDER must comply with the Americans with Disabilities Act standards and any subsequent revisions adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the successful BIDDER to advise the OWNER should the OWNER's requirements not meet the appropriate accessibility standards.

1.11 AUDITS

The performance of this contract by the BIDDER is subject to review by the OWNER to insure contract compliance. The BIDDER agrees to provide the OWNER any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

a) BIDDER hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by BIDDER, or out of the processes or actions employed by, or on behalf of BIDDER in connection with the performance of the contract. BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified BIDDER upon becoming aware of such claims or actions, and provided further that

BIDDER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

b) BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

a) Policy

- Prior to proposing any substitute material, product, or service, BIDDER shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. BIDDER may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER's interest.
- 2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon BIDDER. BIDDER shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. BIDDER shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- Approval of a substitution shall not relieve the BIDDER from responsibility for compliance with all requirements of the Contract. BIDDER shall bear the expense for any changes in other parts of the work caused by any substitutions.
- 4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
- 5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function, or economy of maintenance.

b) Procedure

Should the BIDDER wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **ten (10) calendar days** after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If the BIDDER fails to submit written requests within **ten (10) calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of the OWNER to accept such substitute, or on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to the OWNER. Should the substitute be acceptable to the OWNER, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

2.3 <u>DELIVERY, UNLOADING AND STORAGE</u>

BIDDER shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER's approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by BIDDER.

2.4 <u>INVOICING</u>

Invoices are to be sent within thirty (30) calendar days of completion of the work. Payment of invoices will be made within sixty (60) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

In accordance with NRS 244.250, OWNER shall not provide payment on any Invoice SUCCESSFUL BIDDER submits after six (6) months from the date successful BIDDER performs, services, provide deliverables or milestones.

All Invoices shall include the following information:

- a) Company Name
- b) Complete Address (including street, city, state and zip code)
- c) Telephone Number
- d) Contact Person
- e) Purchase Order Number
- f) Bid Number
- g) Itemized Pricing
- h) Company's Invoice Number

SUCCESSFUL BIDDER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form.

2.5 PAYMENT OF MATERIAL

- a) At the discretion of the OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the BIDDER for all materials until final acceptance of the work.
- b) If materials are not specifically purchased for the work, but are taken from the BIDDER's stock, then in lieu of invoices, there shall be submitted to the OWNER statements accompanied by an affidavit of the BIDDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the BIDDER.
- c) It is understood and agreed that the transfer of title to and the OWNER's payment of such stored or stockpiled material shall in no way relieve the BIDDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

- a) Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, BIDDER warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of 12 months (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by BIDDER or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by BIDDER at a time acceptable to OWNER.
- b) BIDDER shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by BIDDER.
- c) BIDDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should BIDDER fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at BIDDER's expense. BIDDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

- a) This is a prevailing wage project.
- b) The BIDDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The

BIDDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. BIDDERs are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.labor.nv.gov or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. Please note that if a change order causes a contract to exceed \$100,000, the OWNER will audit the entire contract period.

- c) In accordance with NRS 338.013.3, the BIDDER shall report to the Labor Commissioner and the OWNER the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- d) In accordance with NRS 338.060 and 338.070, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the OWNER's project is paid less than the designated rate for any work done under the contract by the BIDDER or any Subcontractor under it. If the BIDDER or any Subcontractor on the project fails to submit the certified payroll reports to the OWNER within fifteen (15) calendar days after the end of the month, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the BIDDER's business to determine the amount per worker per day to be imposed. Any BIDDER or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, if applicable, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- e) In accordance with NRS 338.070, BIDDER and each Subcontractor shall keep or cause to be kept:
 - 1. An accurate record showing for each worker employed by the BIDDER or Subcontractor;
 - i. The name of the worker;
 - ii. The occupation of the worker;
 - iii. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - iv. The actual per diem, wages, and benefits paid to the worker; and
 - An additional accurate record showing for each worker employed by the BIDDER or Subcontractor who has a driver's license or identification card;
 - i. The name of the worker;
 - ii. The driver's license or identification card number of the worker; and
 - iii. The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the OWNER. The BIDDER, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the OWNER no later than fifteen (15) days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. The BIDDER, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by the BIDDER and each Subcontractor shall be submitted to the OWNER at the following address:

University Medical Center of Southern Nevada Plant Operations Department Attn: Construction Manager 1800 West Charleston Blvd. Las Vegas, Nevada 89102

Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by the OWNER; the records in OWNER's possession may be destroyed.

Pharmacy Clean Room Design & Build

- f) The BIDDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.
- g) **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work.

Each BIDDER and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by OWNER. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

The BIDDER and each Subcontractor are required to submit a copy of the record for each calendar month to the OWNER **no later than fifteen (15) calendar days** after the end of the month for the purposes of public inspection. BIDDER shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A BIDDER shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the BIDDER by the public body because the BIDDER failed to submit certified payroll reports within **fifteen (15) calendar days** after the end of the month if the Subcontractor provided certified payroll reports to the BIDDER within **ten (10) calendar days** after the end of the month or the date agreed upon by the BIDDER and Subcontractor. The BIDDER shall submit the OWNER's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project.

Certified Payroll Reports will be available for public viewing. The Manager of Facility Maintenance may be contacted at (702) 383-2301 to view the reports.

For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone

Email: tamera.hone@umcsn.com

Phone: 303-671-1092

3.2 STATE OF NEVADA LEGAL HOLIDAYS

The BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

BIDDER is required to verify dates with OWNER's representative prior to commencement of the Project.

3.3 COPELAND ANTI-KICK BACK ACT

The BIDDER shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each BIDDER or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of this contract.

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

a) Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. The SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an

individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the OWNER may declare the SUCCESSFUL BIDDER in breach of the contract, terminate the contract, and designate the SUCCESSFUL BIDDER as non-responsible.

b) Fair Employment Practices:

In connection with the performance of work under this contract, the BIDDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The BIDDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a BIDDER shall constitute a material breach of this Contract.

3.6 PREFERENTIAL EMPLOYMENT

All BIDDERs shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the BIDDER, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

- a) BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. BIDDER shall act as an independent Contractor and not as the agent of OWNER in performing the Contract. The BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by BIDDER shall create any contractual relationship between any such Subcontractor and OWNER. BIDDER shall perform all work in accordance with its own methods subject to compliance with the Contract.
- b) Any subcontract entered into by the BIDDER and its Subcontractor or Material Supplier shall not create any contractual relationship between the OWNER and Subcontractor or Material Supplier. It is the BIDDER's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the BIDDER submitted with its Bid a signed and notarized Affidavit, the BIDDER must include in each contract between the BIDDER and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D).

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

The BIDDER should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.9 LABOR STRIFE

The BIDDER shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

The OWNER shall award the Contract to the BIDDER who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the BIDDER's eligibility for a bidding preference as defined by NRS 338.147. Eligibility for the preference will be established if the BIDDER, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as Attachment No. 3, within 2 hours after the completion of the opening of the Bid by the OWNER, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that the BIDDER who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with the OWNER in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with the OWNER setting forth proof or substantiating evidence to support the belief that the BIDDER has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, the OWNER shall comply with the requirements of NRS 338.147 (14).

3.11 BIDDERS RECEIVING PREFERENCE

- a) If the BIDDER submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.
- b) A person who submitted a Bid who believes that the BIDDER that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with the OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that the BIDDER has failed to comply.
- c) If the OWNER receives a written objection from a person who submitted a Bid a BIDDER who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, the OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, the OWNER shall dismiss the objection. If the OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if the OWNER on its own initiative determines that the required proof or substantiating evidence exists, the OWNER shall determine that the BIDDER has failed to comply with a requirement certified in his or her Affidavit, the OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.
- d) If the BIDDER submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, the BIDDER must:
 - Each Contract between the BIDDER and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the BIDDER is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
 - 2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.
 - 3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

SECTION 4: SITE SAFETY AND SECURITY

4.1 <u>RESPONSIBILITY FOR WORK SECURITY</u>

- a) BIDDER shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. BIDDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the OWNER's property, and the work site. BIDDER shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- b) BIDDER shall comply with all applicable laws and regulations. BIDDER shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner BIDDER's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- c) BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

a) Unless otherwise specifically provided in the Contract, BIDDER shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before BIDDER begins such work, it shall give due notice to OWNER of its intention to start such work. BIDDER shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

- b) BIDDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by BIDDER.
- c) OWNER reserves the right to permit access to the site by other contractors if necessary. BIDDER shall cooperate and coordinate with OWNER as needed.
- d) BIDDER is responsible to secure all access points so as to prevent unauthorized persons from entering the project building and project site.

4.3 CONSTRUCTION SAFETY

Neither the OWNER nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any BIDDER, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

a) General

- The BIDDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The BIDDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 2. In an emergency affecting the safety of life or of the Work or of adjoining property, the BIDDER shall follow the instructions of the OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

b) Protection of Persons

- 1. The BIDDER shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The BIDDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- Except as otherwise stated in the Contract Documents, if the BIDDER encounters on the Project site
 material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that BIDDER shall
 immediately stop work in the area affected and give notice to OWNER and any other appropriate entity
 of the condition. Work in the affected area shall not be resumed without written direction by the OWNER.

4.4 CLEANING UP

- a) BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, BIDDER shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, BIDDER shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and BIDDER shall leave the premises and work site in a neat, clean, and safe condition. In the event of BIDDER's failure to comply with the above requirements may be accomplished by OWNER at the BIDDER's expense.
- b) In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

- a) BIDDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the BIDDER.
- b) All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

c) BIDDER shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by BIDDER to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

The BIDDER shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. BIDDER represents that change order(s) will include all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by the OWNER or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by the OWNER's representative. Change order(s) may not exceed 10 percent (10%) of the original Contract amount without prior approval by the Governing Body, with the following conditions:

a) The BIDDER shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases the BIDDER shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials

- The costs of products and materials to the BIDDER or Subcontractor, less any applicable trade discounts.
- II. Where the BIDDER supplies products and materials to the OWNER directly, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit in its billing to the OWNER.
- III. Where the Subcontractor supplies products or materials to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the OWNER.
- IV. The OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- V. No overhead and profit will be allowed on any applicable taxes.

2. Labor

- i. Where the BIDDER supplies labor to the OWNER directly, the BIDDER will be allowed to add a maximum of 15 percent (15%) overhead and profit in its billing to the OWNER.
 - Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.
- ii. Where the Subcontractor supplies labor to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 15 percent (15%) overhead and profit for the subcontractor; and above that, a maximum of 10 percent (10%) overhead and profit for itself in its billing to the OWNER.
 - Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.
- iii. The OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- iv. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), the BIDDER shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than 95 percent (95%) of the amount of any progress payment must be paid until 50 percent (50%) of the work required by the BIDDER has been performed. Progress payments shall not include the Construction Conflicts and Additional Work Allowance. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent (50%) complete. After the work is 50 percent (50%) complete, no further amount shall be retained from future progress payments, provided BIDDER is making satisfactory progress. In the event of

unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is 50 percent (50%) complete.

The specified retention amount will be released following the OWNER's issuance/approval of the Notice of Completion, provided that the following conditions are met:

- a) All punch list items have been completed.
- b) A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
- c) Final record drawings and specifications have been submitted (if applicable).
- d) No known premium delinquency exists with the BIDDER's workers' compensation insurer.
- e) All required documentation has been submitted to the OWNER and no request has been made to the OWNER by the Labor Commissioner, to hold retention.

The OWNER may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five (5) uncompleted conditions as specified above, and only with written notice to the BIDDER. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 <u>USE OF COMPLETED PORTIONS OF WORK</u>

- a) Whenever, as determined by OWNER, any portion of work performed by BIDDER is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.
- b) Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve BIDDER of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that BIDDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, BIDDER shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
- c) If, as a result of BIDDER's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- d) BIDDER shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where BIDDER's written request is granted for the use of certain equipment, BIDDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
- e) If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of BIDDER and shall be considered BIDDER's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.
- f) Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

- a) Progress Records: During construction, BIDDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- b) Final Records: When specified or required upon completion of work, BIDDER shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish BIDDER with drawings for mark-up by BIDDER. BIDDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 <u>TESTING, INSPECTIONS, AND FINAL ACCEPTANCE</u>

- a) When BIDDER considers that all work under the Contract is complete, BIDDER shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.
- b) The date of final acceptance of the project shall be the date upon which the OWNER accepts and issues a Notice of Completion for the project. Final acceptance by OWNER does not constitute a waiver of BIDDER'S liability for the Work.
- c) All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

- a) Termination by the OWNER for Cause
 - 1. The OWNER may terminate the Contract for Construction if the BIDDER:
 - i. Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
 - ii. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
 - iii. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - iv. Has otherwise materially breached the Contract.
 - When any of the above reasons exist, the OWNER may without prejudice to any other rights or remedies of the OWNER and after giving the BIDDER and the BIDDER's Surety, if any, seven (7) business days advance written notice, terminate the contract with BIDDER and may, subject to any prior rights of the Surety:
 - Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the BIDDER;
 - ii. Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
 - iii. Finish the work by whatever reasonable method the OWNER may deem expedient.
 - 3. When the OWNER terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the BIDDER shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.
 - 4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, the BIDDER shall pay the difference to the OWNER. The amount to be paid to the OWNER shall survive Termination of the Contract.
- b) Suspension by the OWNER for Convenience
 - 1. The OWNER may, without cause, order the BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the OWNER may determine.
 - An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the BIDDER is responsible; or
 - ii. That an equitable adjustment is made or denied under another provision of the Contract.
 - 3. Adjustments made in the cost of performance must have a mutually agreed fixed price.
- c) Termination for Convenience by OWNER

Prior to, or during the performance of the work, the OWNER reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

- The OWNER will immediately notify the Architect/Engineer and the BIDDER in writing specifying the
 effective termination date of the Contract.
- After receipt of the Notice of Termination, the BIDDER shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
 - i. Stop all work.
 - ii. Place no further subcontracts or orders for materials or services.
 - iii. Terminate all subcontracts.
 - iv. Cancel all material and equipment orders as applicable.
 - v. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the BIDDER.
- 3. Within 180 days of the date of the Notice of Termination, the BIDDER shall submit a final termination settlement proposal to the OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the BIDDER fails to submit the proposal within the time allowed, the OWNER may determine the amount due to the BIDDER because of the termination and shall pay the determined amount to the BIDDER.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between the OWNER and BIDDER relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy cannot be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

In the event the BIDDER files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and the OWNER prevails in the Court's decision, then the BIDDER shall pay the OWNER's attorneys' fees. Further, BIDDER acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

The OWNER and BIDDER, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. OWNER shall not be liable for fees or costs as an element of consequential damages.

7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five (45) days for informal negotiations, as set forth in Item 7.1 above; either the OWNER or the BIDDER may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

- A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- b) The names, addresses and telephone numbers of the parties;
- c) A reference to any contract provisions from which the claim, dispute or controversy arises;
- d) A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief:
- e) The relief or remedy sought and the amount of money claimed;
- f) If the BIDDER is the initiating party, a copy of the BIDDER's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- g) If the BIDDER is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the BIDDER that it agrees with the merits and the amount of the claim;

- h) If the BIDDER submits a total cost or modified cost claim, dispute or controversy then the BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the BIDDER was not responsible for the added expenses; and 5) that the County, and not anyone else, is responsible for the additional cost; and
- i) If the BIDDER is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claims presentment statute of NRS 244.250.
- j) If the BIDDER is the initiating party of the claim, dispute or controversy, the BIDDER shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the BIDDER's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the BIDDER believes the OWNER is liable.

7.3 <u>SELECTION OF MEDIATOR</u>

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by the OWNER and BIDDER. OWNER and BIDDER shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither the OWNER nor BIDDER shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by the OWNER at an OWNER-owned facility.

7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as Exhibit C-1, prior to serving in any capacity as a mediator.

7.7 <u>MEDIATION PROCEEDING</u>

- a) The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- b) Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. BIDDER acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
- c) The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- d) Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.
- e) The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as Exhibit C-2 prior to the commencement of the mediation proceeding.
- f) The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the OWNER and BIDDER, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- g) The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

h) The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

- a) by the execution and approval of a settlement agreement by the parties;
- b) by declaration of the mediator that further efforts at the mediation are no longer worthwhile:
- c) after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
- d) a party gives written notice of withdrawal; or
- e) when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the BIDDER shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless OWNER exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

BIDDER shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. BIDDER shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on its part.

EXHIBIT A: SCOPE OF WORK

BID NO. 2020-07 Pharmacy Clean Room Design and Build

Project Name: Modular Negative Pressure USP 800 Clean Room Design & Build Along with

Positive Pressure USP 797 Redesign and Construction of Supporting

Pharmacy/Office Space

Project Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

Project Location: 7 Story Tower, 1st Floor Pharmacy

The SUCCESSFUL BIDDER shall furnish all labor, materials, services, permits, equipment, utility and transportation services required and necessary for the removal, transportation and disposal of all materials in accordance with applicable laws and requirements of jurisdictional government entities. If SUCCESSFUL BIDDER performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to OWNER, then SUCCESSFUL BIDDER shall assume full responsibility for such work.

This is a firm-fixed-price project and will be paid based upon approved monthly invoice(s) received as each corresponding bid item(s) is (/are) completed.

The SUCCESSFUL BIDDER is solely responsible for preparing all necessary regulatory notifications. OWNER will provide prospective SUCCESSFUL BIDDERs the opportunity to access the site during the bidding period at the pre-bid meeting.

The SUCCESSFUL BIDDER shall be responsible for field verifying all conditions and quantities that may affect his work prior to bidding the project.

Any additional plans or drawing details required for construction applications or permits shall be developed and provided by the SUCCESSFUL BIDDER, at SUCCESSFUL BIDDER'S expense, as part of the permitting process.

The Bid shall include the costs of all required permits and requirements of the permits, and performance of the work, including but not limited to monitoring services, containment, personnel protection, traffic control, hazardous material abatement, environmental remediation, and dust control.

This project is to be completed in **one hundred**, **eighty-two (182) calendar days** or less from the date of the Notice to Proceed.

Please see the following Scope and Drawings, available as separate documents/files on the Clark County Purchasing website or via CD. Contact Frances.Heiy@umcsn.com if you need a CD:

1.0 Project Scope

- 1.1 Work will take place in the Inpatient Pharmacy Department (located on the main campus at 1800 W. Charleston Blvd, 1st floor of 7 story tower).
- 1.2 Work area security and access to work area(s) will be arranged through designated Plant Operations contact. Space will be made available on campus for short term staging of materials. A shipping container may be placed onsite at an area designated and arranged by Engineering Department contact.
- 1.3 Negative Pressure USP 800 Clean Room Design & Build with Positive Pressure USP 797 Redesign and Construction of Supporting Pharmacy/Office Space. See attached "Bid 2020-07 Pharmacy Clean Room Design and Build Specification Scope of Work" for specifications.
- 1.4 Demolition of existing flooring and reinstall flooring per the bid drawings. Refresh of paint for the entire unit.
- 1.5 SUCCESSFUL BIDDER should be able to demonstrate three (3) years of experience working in an operational hospital.
- 1.6 SUCCESFUL BIDDER will provide proof of recent (within 4 years) experience in constructing USP 797 and/or USP 800 compliant spaces.
- 1.7 SUCCESSFUL BIDDER will work with OWNER to develop the best approach and most cost effective means for utilizing existing space and bringing the pharmacy into compliance with current USP standards. SUCCESSFUL BIDDER will use the best available means and methods to affect the modernization.

- 1.8 Schedule/Milestones: SUCCESSFUL BIDDER will present a schedule that minimizes impact to operations of the owner.
- 2.0 Definitions and Applicable Documents:
 - 2.1 Applicable Documents
 - 2.1.1 Nevada Revised Statutes, Chapter 338 Public Works
 - 2.1.2 Nevada Revised Statutes, Chapter 624 Contractors

3.0 License(s)

- General Contractors shall possess a valid "B General Building" license, in accordance with NRS, Chapter 624.
- 3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.
- 4.0 Contractor's Responsibilities
 - 4.1 Performance
 - 4.1.1 SUCCESSFUL BIDDER is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.
 - 4.1.2 SUCCESSFUL BIDDER will provide a dumpster for projects determined to generate more than 3 yards of refuse.
 - 4.1.3 SUCCESSFUL BIDDER will be responsible to perform the work per the drawings and any written specifications.
 - 4.1.4 SUCCESSFUL BIDDER is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.
 - 4.1.5 All workers assigned to work at UMC must provide proof of negative TB testing results. Flu vaccinations are highly encouraged. Any workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.
 - 4.1.6 SUCCESSFUL BIDDER will provide a copy of their current Safety Manual to OWNER'S Safety Department.
 - 4.1.7 SUCCESSFUL BIDDER will follow and be compliant with Infection Control permit requirements if deemed necessary.
 - 4.1.8 SUCCESSFUL BIDDER will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.
 - 4.1.9 SUCCESSFUL BIDDER will provide for review, and when approved be compliant with an applicable Clean Room Protocol when deemed necessary.
 - 4.1.10 SUCCESSFUL BIDDER will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.
 - 4.1.11 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.
 - 4.1.12 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.
 - 4.1.13 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.

4.2 Includes:

- 4.2.1 Obtain any required permits and pay all applicable fees.
- 4.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.
- 4.2.4 Construction waste to be contained within the construction area until transport.
- 4.2.5 Construction waste will be transported in covered containers through the facility.
- 4.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.
- 4.2.7 All work to take place during regular hours (7 a.m. 4 p.m.) Monday Friday.
- 4.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.
- 4.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.
- 4.2.10 Costs associated with any required third-party inspections.

4.3 Excludes:

- 4.3.1 Salvage or storage of any kind of contents from the building.
- 4.3.2 Site security during work.

5.0 Materials

- 5.1 Provided by OWNER Paper towel, toilet paper, seat cover, soap and hand sanitizer dispensers. Glove holders.
- 5.2 Provided by SUCCESSFUL BIDDER
 - 5.2.1 Includes:
 - a. All materials and equipment necessary to properly establish and maintain all required containment areas,
 - b. All personal protective materials/equipment, and
 - c. All other materials, furniture, fixtures and equipment necessary to successfully complete the entire project.

6.0 Clarifications

- 6.1 Schedule:
 - 6.1.1 All work to take place during regular hours (7 a.m. 4 p.m.), Monday Friday, unless otherwise agreed upon by both parties.
 - 6.1.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.
 - 6.1.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.
 - 6.1.4 All project work shall be completed no later than six (6) months from issuance of Notice to Proceed.

6.2 Access:

6.2.1 SUCCESSFUL BIDDER requires full access to the entire work area. Work area security and access to work area(s) will be arranged through OWNER's Plant Operations/Engineering department.

6.3 Acceptance:

6.3.1 Engineering representative will review all work performed. Pharmacy representative will review and confirm all necessary certifications for use have been received and accepted by Authorities Having Jurisdiction. Any deficiencies found will be corrected before final acceptance.

7.0 Owner's Responsibilities

7.1 Disposal:

- 7.1.1 Provide a staging area for disposal dumpster. SUCCESSFUL BIDDER shall secure the dumpster during non-working hours. OWNER is not responsible if/when the dumpster is used by any other parties other than the contactor.
- 7.1.2 Engineering and Pharmacy representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

SPECIFICATION SCOPE OF WORK:

Modular Negative Pressure USP 800 Clean Room Design & Build Along with Positive Pressure USP 797 Redesign and Construction of Supporting Pharmacy/Office Space

OWNER is seeking a turnkey solution, installation, and configuration of the items listed in this Bid for a modular USP 800 compliant negative pressure Clean Room along with redesign of the USP 797 existing space and relocation/construction of support space and offices as indicated in the attached drawings. This bid is to design and install approximately 4,182 square feet of ISO Class 7 and ISO Class 8 Clean Rooms designed in compliance with ISO 14644-1 standards and 2018 FGIs. The Clean Room shall be designed with modular Clean Room wall panels utilizing support from existing wall structures. Sprinkler heads as well as any other necessary components penetrating the Clean Room environment will be flush mounted/recessed where practical to reduce the possibility of particulate build up and facilitate cleaning within the Clean Room environment. The SUCCESSFUL BIDDER shall include design, engineering, furniture, fixtures, equipment, material, project management, professional installation, Clean Room certification, start up, required permits, state and local fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces. The turnkey solution design will provide pricing which includes labor, material, and equipment necessary to bring the area into compliance. Where additional or replacement items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are to receive adjustment, repair, etc., clarification of this intent is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is".

1. General Design & Scope of Office Space and Clean Room

- **1.1.** SUCCESSFUL BIDDER will include all demolition and proper disposal required to provide a clean space for pharmacy support, office and Clean Room space construction.
- 1.2. SUCCESSFUL BIDDER will patch and flash any roof penetrations as needed.
- **1.3.** SUCCESSFUL BIDDER will replace existing lighting with 2 x 4 LED lay in fixtures. Lighting must provide 100-foot candles 36" above floor in USP rated spaces and the pharmacy work area.
- 1.4. SUCCESSFUL BIDDER will provide requisite number of sprinkler heads to cover their design, utilizing the existing wet sprinkler system. Sprinkler heads added as a result of new layout/design will be of the same type as existing heads (see 1.16 below for flush mounted head requirements). Any new portions will meet all requisite fire codes.
- **1.5.** SUCCESSFUL BIDDER will refer to floor plan drawing for flooring requirements. Welded sheet vinyl flooring specified by UMCSN require a continuous 6" coved and welded base.
- 1.6. Design shall be based on the following standards as they apply: ASHRAE, SMACNA, I.E.S., CBC Minimum Design Loads for Buildings and Other Structures (ASCE-7), International Building Code, Basic Mechanical Code, Basic Plumbing Code, Basic Electric Code, NFPA, ACGIH Ventilation Handbook, NEMA
- 1.7. SUCCESSFUL BIDDER shall provide all engineering, equipment, materials, project management, professional installation and all required permits, state and local fees. This project will be considered a prevailing wage project.
- **1.8.** Operation and maintenance manuals will be provided in paper and electronic form. The manuals must include all cut sheets, maintenance schedules and instructions.
- **1.9.** CAD files of final space design will be provided to the Engineering Department with no limitations for facility use.
- **1.10.** SUCCESSFUL BIDDER will provide a one-year warranty. This warranties the office and support space to be free from defect in material and workmanship.
- 1.11. SUCCESSFUL BIDDER will determine existing utility connection points.
- **1.12.** SUCCESSFUL BIDDER will install conduits, raceways, piping etc. from the appropriate sources capable of supplying necessary capacity for new spaces and equipment. All wiring, including low voltage, shall be in conduit (EMT).

- **1.13.** SUCCESSFUL BIDDER will handle the demolition/relocation of one (1) existing tube station. Remaining tube station will become a dual zone system 1 station 2 zones. Demolition/relocation shall be subcontracted out to, Swisslog, the tube station manufacturer.
- 1.14. SUCCESSFUL BIDDER shall design and build an office suite per attached drawings. Office areas shall be built to the specifications of OWNER, matching the walls, paint, doors, ceiling and other features of the surrounding areas.
- 1.15. Negative pressure Clean Room shall be designed with modular Clean Room wall panels utilizing support from existing wall structures. The positive pressure Clean Room will be redesigned utilizing the same modular Clean Room wall system. The modular wall panels shall be white panels that are FM Class 1. Wall panels meet FM approval criteria for flame spread and smoke development. Wall panels must be tongue and groove joined and cold welded.
- **1.16.** The negative pressure Clean Room ceiling shall be designed using the rod and hung method. The ceiling panels should be Clean Room rated vinyl covered drywall and have sealed edges. The ceiling shall have an integral fire sprinkler system with flush mounted heads.
- 1.17. The Clean Room mechanical system shall include: temperature control, humidity control, particulate control, air conditioning, air distribution and positive and/or negative pressurization control. A display of current status for temperature, humidity and pressurization, will be located within Pharmacy suite to allow audible staff notifications and logging of monitored status as required for compliance.
- 1.18. SUCCESSFUL BIDDER will interface all new control systems with Honeywell building control system.
- **1.19.** SUCCESSFUL BIDDER will utilize welded, seamless vinyl flooring for the existing Clean Room, new Clean Room along with an integral cove base. (see attached drawings)
- **1.20.** SUCCESSFUL BIDDER will install four (4) 2' x 2' x 2' pass-through with mechanically interlocking doors, so that only one door can be opened at a time. The pass-through will be constructed of 304 stainless steel.
- **1.21.** SUCCESSFUL BIDDER will install one (1) air shower in the negative pressure Clean Room. The air shower will be constructed of plastic laminate.
- **1.22.** SUCCESSFUL BIDDER will relocate one sink with eyewash station in the USP 797 positive pressure Clean Room, handling all plumbing required and utilizing copper piping for incoming water.
- **1.23.** SUCCESSFUL BIDDER will provide and install one sink with eyewash station in the USP 800 negative pressure Clean Room. SUCCESSFUL BIDDER will utilize copper piping for incoming water supply.
- **1.24.** SUCCESSFUL BIDDER will install one hands free intercom system for communication between Clean Room suites. System must allow for communication without leaving suites and have a "listen mode."
- 1.25. SUCCESSFUL BIDDER will have a structural engineer analyze the roof structure of the existing building for loading of condensing units, exhaust fans and other equipment on the facility roof (Clean Room ceilings suspended from plant steel including sprinkler, piping, duct and other utilities). SUCCESSFUL BIDDER will provide weights and unit support design for installation.
- **1.26.** SUCCESSFUL BIDDER shall provide all engineering, equipment, materials, project management, professional installation, Clean Room certification, start up and all required permits, state and local fees. This project will be considered a prevailing wage project.
- **1.27.** Operation and maintenance manuals will be provided in paper and electronic form. The manuals must include all cut sheets, maintenance schedules and instructions.
- **1.28.** SUCCESSFUL BIDDER will provide a one-year warranty. This warranties the Clean Room space to be free from defect in material and workmanship.
- **1.29.** SUCCESSFUL BIDDER will determine/ provide utility connection points from the appropriate sources. All connections to these points are the responsibility of the bidder.
- **1.30.** SUCCESSFUL BIDDER shall provide on-site training for the environmental and control systems operations upon start up.

2. Design Criteria Clean Room

2.1. Overall Size: Approx. 4,200 Sq. ft.

2.2. Room Cleanliness Ratings:

2.2.1. IV Ante Room: ISO 8 positive

2.2.2. IV Buffer Room: ISO 7 positive

2.2.3. 800 Ante Room: ISO 7 positive

2.2.4. 800 Buffer Room: ISO 7 negative

2.2.5. 800 Storage Area: ISO 8 negative

2.3. Air Changes

2.3.1. ISO 7: 50 per hour

2.3.2. ISO 8: 20 per hour

2.4. Pressurization: Refer to 2.2.1 – 2.2.5

2.5. Temperature: $18^{\circ}\text{C} \pm 2^{\circ}\text{ C}$

2.6. Humidity: <60% RH

2.7. Personnel: 10

2.8. Lighting: 100 FC

2.9. Exhaust: 5000 CFM+

3. Mechanical System Design Concept

- 3.1. Conditioned air shall be supplied from the air handling units located on the rooftop and ducted to HEPA filters located in the positive and negative pressure Clean Room suites. Airflow shall be unidirectional and flow from the HEPA filters located in the ceiling and exit via return chases located low on the side walls. Air removed from the negative suite shall be exhausted on the roof through ductwork. All air serving the negative suite will be single pass.
- **3.2.** General pharmacy work areas and newly designed office space will utilize the existing mechanical systems. All newly added offices shall be designed to meet required air exchanges for the size and type of occupancy.

4. Mechanical System Overview

- **4.1.** Mechanical design shall include two (2) air handling units.
 - 4.1.1. One packaged unit will service the negative pressure Clean Room suite. This unit shall include the air handling unit, a reheat coil, a condenser and an exhaust fan. There must be a dehumidification unit to assist in the balancing of the humidity. This unit will be installed on the building roof and provided by the SUCCESSFUL BIDDER. Final filtration will be direct ducted HEPA filters. A mechanical roof curb shall be installed on the building roof.
 - 4.1.2. One existing unit will be used to service the redesigned positive pressure Clean Room suite. This unit is to remain located on the building roof.

4.1.3. SUCCESSFUL BIDDER is to provide and install a dehumidification unit to support dehumidification of the redesigned positive pressure suite. This unit is to be installed on the building roof in line with the existing air handling unit.

5. Air Handling Unit (Packaged)

- **5.1.** The air handling units will deliver conditioned air to the ceiling mount HEPA filters. HEPA filters should be directly ducted
- **5.2.** Air handling units must be sized for 40 air changes per hour plus 10% additional capacity.
- **5.3.** Variable frequency drives (VFD) will be installed on the air handler.
- **5.4.** The fan will be sized to overcome total system static pressure with all filters rated at their maximum static pressure drop values.

6. HEPA Filters

- **6.1.** Filters will be 2' x 4' ducted filters laser challenged at 0.3 micron.
- **6.2.** Filters must be room side replaceable with challenge ports manufactured into the filter.
- **6.3.** HEPA housing will be constructed of anodized aluminum.

7. Fire Protection – General

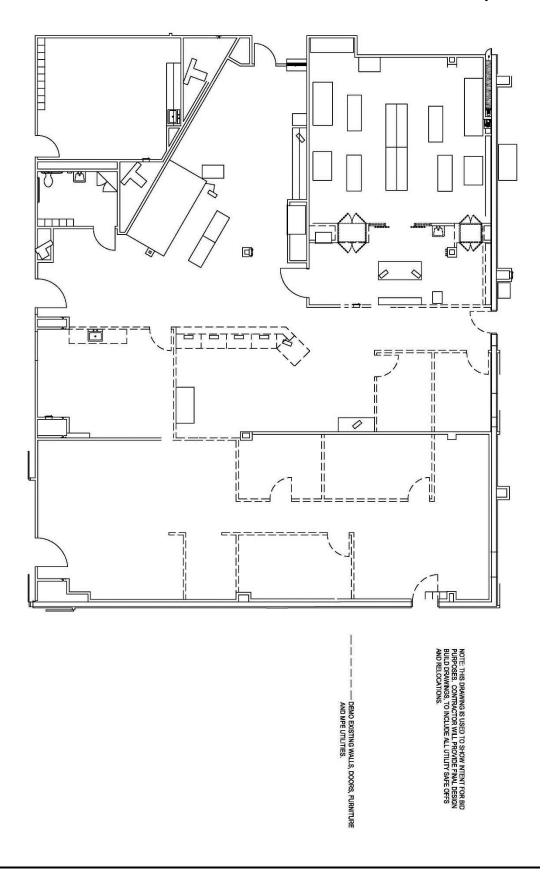
7.1. SUCCESSFUL BIDDER will be responsible for interfacing with the Honeywell fire alarm system and connecting to the existing sprinkler system. Design shall be in accordance with City of Las Vegas current Fire Protection codes as well as State Fire Marshal codes.

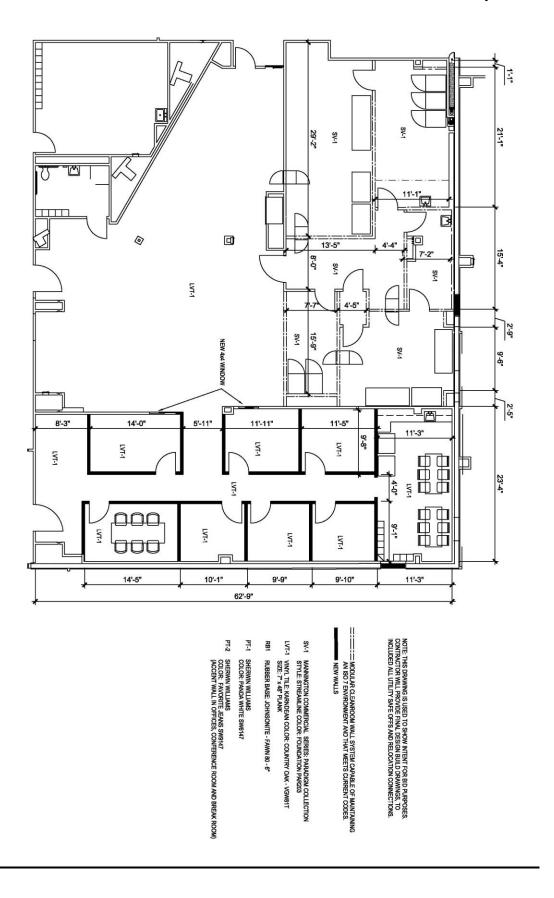
8. Electrical System - General

- **8.1.** SUCCESSFUL BIDDER shall provide and install all electrical equipment needed for proper functioning of all components in their design
- **8.2.** SUCCESSFUL BIDDER shall conduct a 30-day metering for electrical usage to determine capacity of panels identified as potential locations for new circuits.

9. Furniture/Fixture & Clean Room Equipment

- **9.1.** SUCCESSFUL BIDDER will install two (2) existing Containment Aseptic Compounding Isolators, to be ducted and vented thru the roof in the USP 800 negative pressure Clean Room.
- **9.2.** SUCCESSFUL BIDDER will provide and install two (2) stainless steel gowning benches. One (1) bench to be installed in the USP 800 ante room, and one (1) bench to be installed in the USP 797 ante room.
- **9.3.** SUCCESSFUL BIDDER will provide and install two (2) automatic paper towel dispensers capable of dispensing lint free paper towels.
- 9.4. SUCCESSFUL BIDDER will provide and install adequate Clean Room garb dispensers to accommodate head covers, face covers, shoe covers, and three (3) gown sizes on both the USP 797 & USP 800 sides of the Clean Room. Dispensers must be constructed of 304 stainless steel. BIDDER may reuse existing dispensers in the current USP 797 environment.





SPECIAL CONDITIONS

BID NO. 2020-07 Pharmacy Clean Room Design and Build

1. PRE-CONSTRUCTION CONFERENCE

- a) A <u>MANDATORY</u> Pre-Construction Conference shall be held after the award of the contract and the SUCCESSFUL BIDDER has submitted all post award submittals. The OWNER's representative shall schedule this meeting.
- b) The SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. The SUCCESSFUL BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
- c) The BIDDER shall provide all submittals requested within **ten (10) calendar days** from the date of the Pre-Construction Conference. If the BIDDER does not provide submittals on or before the 5th calendar day, it will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
- d) The SUCCESSFUL BIDDER shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

2. SPECIAL WORK CONSTRAINTS

- a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.
- b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.
- c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.
- d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.
- f) Infection Control Requirements at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit E attached) and as outlined below:
 - i. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
 - ii.. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA BID FORM

BID NO. 2020-07 Pharmacy Clean Room Design and Build PWP NUMBER: CL-2021-20

(NAME)

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

- Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
- 2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
- 3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
- 4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
- I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

- 6. I acknowledge that if I am one of the three apparent low BIDDER(s)for the base bid at the bid opening, I must submit the Bid Attachment 4, Schedule of Values, by 5:00 PM of the next business day.
- 7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Bid Attachment 5, Project Workforce Checklist, by 5:00 PM of the next business day.
- 8. I acknowledge that if notified that I am the low BIDDER, I must submit the Disclosure of Ownership/Principals form by 5:00 PM of the next business day.
- 9. I acknowledge that if notified that I am the low BIDDER, I must submit Exhibit D, Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications form by 5:00 PM of the next business day.
- 10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
- 11. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
- 12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
 - c) The apparent low BIDDER must submit a Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.
- 13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
- 14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
- 15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified** in the General Conditions.
- 16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
- 17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
- 18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
- 19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	dated,	Addendum No.	dated, _	
Addendum No.	dated,	Addendum No.	dated,	
Addendum No.	dated,	Addendum No.	dated,	
Addendum No.	dated,	Addendum No.	dated,	

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	IV PHARMACY REFRESH, AS SPECIFIED	\$
2.	DESIGN ENGINEERING FEES (ARCHITECT, MEP, AND FIRE)	\$
3.	PERMITS	\$ 8,000.00
4.	GENERAL REQUIREMENTS	\$
5.	DEMOLITION	\$
6.	MODULAR WALL SYSTEM	\$
7.	FRAMING, DRYWALL TAPE, TEXTURE, & PAINT	\$
8.	FINISHES (FLOORING, DOORS, ETC.)	\$
9.	MILLWORK	\$
10.	PLUMBING	\$
11.	HVAC	\$
12.	HVAC NEW AH UNIT WITH DEHUMIDIFICATION	\$
13.	DEHUMIDIFICATION FOR EXISTING AH UNIT	\$
14.	HVAC CONTROLS (HONEYWELL)	\$
15.	ELECTRICAL	\$
16.	COMMUNICATIONS	\$
17.	FIRE SUPPRESSION	\$
18.	FIRE ALARM (HONEYWELL)	\$
19.	RELOACTION OF CAROUSEL	\$
	TOTAL BID AMOUNT	\$

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT

BIDDER MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR. THE BIDDER SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
	(e)		
	SUBCONTRACTORS'		
DESCRIPTION OF WORK	FIRM NAME(S)	*BEG	*ETHNICITY
_			
Legal Name of Firm as it Would Appear in Cont	ract		
Signature of Bidder (Authorized Representative)	Today's Date		
Reference Instructions to Bidders for Definitions (Section	7 2/4))		

Bid Form BID NO. 2020-07 Pharmacy Clean Room Design & Build

BUSINESS ENTERPRISE INFORMATION:	
The BIDDER submitting this Bid is a ☐ MBE ☐ WBE Instructions to Bidders.	☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the
BUSINESS ETHNICITY INFORMATION:	
The BIDDER submitting the Bid Ethnicity is ☐ Cauca (HA) ☐ Asian Pacific American (AX) ☐ Native American	asian (CX)
☐ Other as defined in the Instructions to Bidders.	
BIDDERS' PREFERENCE Is the Bidder claiming Bidde	ers' Preference?
Yes If yes, the Bidder acknowledges that he/she is reAttachment 3).	equired to follow the requirements set forth in the Affidavit (Bid
☐ No I do not have a Certificate of Eligibility to red	ceive preference in bidding.
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN	CONTRACT
ADDRESS OF FIRM	
CITY, STATE, ZIP CODE	
TELEPHONE NUMBER	FAX NUMBER
NEVADA STATE CONTRACTORS' BOARD LICENSE	EINFORMATION:
I certify that the license(s) listed below will be the licens	se(s) used to perform the majority of the work on this project.
LICENSE NUMBER:	
LICENSE CLASS:	
LICENSE LIMIT:	
ONE TIME LICENSE LIMIT INCREASE \$	IF YES, DATE REQUESTED
DUN & DDADCTDEET NUMBER	
DUN & BRADSTREET NUMBER	
CLARK COUNTY BUSINESS LICENSE NO.	
STATE OF NEVADA BUSINESS LICENSE NO.	
AUTHORIZED REPRESENTATIVE	E-MAIL ADDRESS
(PRINT OR TYPE)	
SIGNATURE OF AUTHORIZED	TODAY'S DATE

BID ATTACHMENT 1 BID BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL	MEN BY THESE PRESENTS,					
That we, the	undersigned,	as		Principal	Contractor,	and
the penal sur	re hereby held and firmly bound unto UNIVERSIT on of five (5) percent of the base bid amount for the bind ourselves, successors and assigns.					
Signed this _	day of	_, 20				
SOUTHERN	n of the above obligation is such that whereas the NEVADA a certain BID attached hereto and here , PHARMACY CLEAN ROOM DESIGN AND BU	by made a pa				
NOW, THER	EFORE,					
a)	If said BID shall be rejected; or					
b)	If said BID shall be accepted and the Principal B to the forms attached hereto properly completed faithful performance of said Contract, and for the in connection therewith, and shall in all other res BID;	in accordance payment of a	e with sa all perso	aid BID, and s ns performing	shall furnish a BON g labor or furnishing	D for their materials
	gation shall be void, otherwise the same shall rem ity of the Surety for any and all claims hereunder l.					
impaired or a	or value received, hereby stipulates and agrees the offected by any extension of the time within which of any such extension.					
	S WHEREOF, the Principal and the Surety have hixed and these presents to be signed by their prop					eir seal to
Bond must	be acceptable to Clark County.	(SEAL	AND N	OTARIAL AC SURE	:KNOWLEDGMEN ⁻ TY)	ГОГ
		Surety:				
	(Principal Contractor)		(State	of Nevada, L	icense Number)	
(/	Authorized Representative and Title)		(Appointed Ag	ent Name)	
Ву:	(Signature)	Ву:		((Signature)	
		Address:				

Telephone:

BID ATTACHMENT 2 DESIGNATION OF SUBCONTRACTORS

SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

BIDDER MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY OF THE LABOR OR PORTIONS OF THE PUBLIC WORK.

Within 2 hours after the completion of the opening of the bids, the BIDDERs who submitted the three lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$100,000.
- If any one of the BIDDERs who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent of the prime BIDDER's total bid or \$50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The BIDDER shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a BIDDER does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
	(0)			
Legal Name of Firm as it would appe	ear in Contract	Telephone Number		
Address including City, State and Zip Code		Signature of Bidder (Author	rized Repre	esentative)

^{*} Reference Instructions to Bidders for Definitions (Section 7.3(d))

BID ATTACHMENT 3 AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO FRANCES.HEIY@UMCSN.COM IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

l,	("Affiant"), on behalf of the	("BIDDER"), swear and affirm
that in order to be in comp	liance with NRS 338.147, and NRS 338.0117, and be	e eligible to receive a preference in bidding for
Bid No. 2020-07, Pharmacy	y Clean Room Design and Build ("Project"); certify that	for the duration of the Project, collectively, and
not on any specific day;		

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, BIDDER, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

BID ATTACHMENT 3 AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY Page 2 of 2

By: Printed Name		Title:	
Signature of Affiant:		Date:	
Signed and sworn to (or a	ffirmed) before me on this	day of	, 20
by	(name of Affiant)		
State of) ss)	Notary Signatu	ıre
County of:) STAMP AN	ID SEAL	

Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	Director, if Authorized Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	Member, if Member-Managed LLC Manager, if Manager-Managed LLC

BID ATTACHMENT 4 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO frances.heiy@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	IV PHARMACY REFRESH, AS SPECIFIED	\$
02	DESIGN ENGINEERING FEES (ARCHITECT, MEP, AND FIRE)	\$
03	PERMITS	\$ 8,000.00
04	GENERAL REQUIREMENTS	\$
05	DEMOLITION	\$
06	MODULAR WALL SYSTEM	\$
07	FRAMING, DRYWALL TAPE, TEXTURE, & PAINT	\$
08	FINISHES (FLOORING, DOORS, ETC.)	\$
09	MILLWORK	\$
10	PLUMBING	\$
11	HVAC	\$
12	HVAC NEW AH UNIT WITH DEHUMIDIFICATION	\$
13	DEHUMIDIFICATION FOR EXISTING AH UNIT	\$
14	HVAC CONTROLS (HONEYWELL)	\$
15	ELECTRICAL	\$
16	COMMUNICATIONS	\$
17	FIRE SUPPRESSION	\$
18	FIRE ALARM (HONEYWELL)	\$
19	RELOACTION OF CAROUSEL	\$
	TOTAL BID AMOUNT	\$

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

Legal Name of Firm as it would appear on Contract	Nevada State Contractor's License Number
Address including City, State and Zip Code	Authorized Signature

BID ATTACHMENT 5

Project Workforce Checklist For Compliance with the Nevada Apprenticeship Utilization Act, 2019

rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form vithin five (5) calendar days of the change.	Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers. Elevtrican, includes communication technician, line, neon sign and wireman. Can also include alarm installer. Elevator Constructor Glazier (see also Painters and Allied Trades) Hod Carrier, includes brick-mason tender and plaster tender. For Worker, can also include fence erectors (steel/iron) Laborer, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Mechanical Insulator Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Refrigeration Refrigeration Roofer (not sheet metal) Sprinkler Fitter Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer)	Boilermaker	Yes No N/A	Yes 🗌 No 🗌
piledriver (non-equipment), plasterers and terrazzo workers. Pes	Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes 🗌 No 🗌
Can also include alarm installer. Elevator Constructor Yes No N/A Yes No Glazier (see also Painters and Allied Trades) Hod Carrier, includes brick-mason tender and plaster tender. Yes No N/A Yes No Iron Worker, can also include fence erectors (steel/iron) Laborer, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Mechanical Insulator Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Refrigeration No N/A Yes No Refrigeration No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer)	piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A	Yes 🗌 No 🗌
Glazier (see also Painters and Allied Trades) Hod Carrier, includes brick-mason tender and plaster tender. Yes No N/A Yes No Iron Worker, can also include fence erectors (steel/iron) Iron Worker, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Mechanical Insulator Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Plumber/Pipefitter Yes No N/A Yes No Refrigeration Refrigeration Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Well Driller (see also Operating Engineer) Affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is rare and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.		Yes No No N/A	Yes No
Hod Carrier, includes brick-mason tender and plaster tender. Yes	Elevator Constructor	Yes ☐ No ☐ N/A ☐	Yes No
Iron Worker, can also include fence erectors (steel/iron) Yes No N/A Yes No Laborer, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector Yes No N/A Yes No Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Yes No N/A Yes No Mechanical Insulator Yes No N/A Yes No Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Yes No N/A Yes No Allied Trades, can also include glaziers, floor coverers, and tapers. Yes No N/A Yes No Plumber/Pipefitter Yes No N/A Yes No Refrigeration Yes No N/A Yes No Refrigeration Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Truck Driver Yes No N/A Yes No Was	Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes 🗌 No 🗌
Laborer, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Mechanical Insulator Yes No N/A Yes No Mechanical Insulator Yes No N/A Yes No Mechanical Insulator Yes No N/A Yes No Mechanical Insulator Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Refrigeration Yes No N/A Yes No Refrigeration Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.	Hod Carrier, includes brick-mason tender and plaster tender.	Yes No N/A	Yes 🗌 No 🗌
striper and traffic barrier erector Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons Mechanical Insulator Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Ho N/A Yes No Refrigeration Refrigeration Reofer (not sheet metal) Yes No N/A Yes No No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Mo N/A Yes No Mo N/A Yes No Mo N/A Yes No Mo Mo Mo N/A Yes No Mo Mo N/A	Iron Worker, can also include fence erectors (steel/iron)	Yes No N/A	Yes 🗌 No 🗌
Mechanical Insulator Yes No N/A Yes No Acade Section No N/A Yes No Acade Section No N/A Yes No No N/A No No N/A Yes No No N/A No No N/A Yes No No N/A New No No N/A New No No N/A NA		Yes No N/A	Yes 🗌 No 🗌
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Plumber/Pipefitter Yes No N/A Yes No Refrigeration Yes No N/A Yes No Roofer (not sheet metal) Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also operating Engineer) Argination of the contractor/subcontractor listed above, and that the information provided is rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.		Yes No N/A	Yes 🗌 No 🗌
material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller. Painters and Allied Trades, can also include glaziers, floor coverers, and tapers. Plumber/Pipefitter Yes No N/A Yes No Refrigeration Yes No N/A Yes No Roofer (not sheet metal) Yes No N/A Yes No Roofer (not sheet metal) Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also operating Engineer) Yes No N/A Yes No Well or the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.	Mechanical Insulator	Yes No No N/A	Yes 🗌 No 🗌
Truck Driver Yes No N/A Yes	material tester, steel fabricator/erector (equipment) surveyor (non-licensed)	Yes No N/A	Yes No
Refrigeration Yes No N/A Yes No Roofer (not sheet metal) Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.		Yes No N/A	Yes 🗌 No 🗌
Roofer (not sheet metal) Yes No N/A Yes No Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Sprinkler Fitter Yes No N/A Yes No Mo M/A Yes No Mo Mell Driller (see also Operating Engineer) Yes No M/A Yes No Mo M/A Yes No Mo M/A Yes No Mo Mell Driller (see also Operating Engineer) Affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.	Plumber/Pipefitter	Yes No No N/A	Yes No
Sheet Metal Worker, can also include air balance technician. Yes No N/A Yes No Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No Well Driller (see also Operating Engineer) Yes No Yes	Refrigeration	Yes 🗌 No 🗎 N/A 🗌	Yes □ No □
Sprinkler Fitter Yes	Roofer (not sheet metal)	Yes No No N/A	Yes No
Truck Driver Yes No N/A Yes No Well Driller (see also Operating Engineer) Yes No N/A Yes No Yes	Sheet Metal Worker, can also include air balance technician.	Yes 🗌 No 🗎 N/A 🗌	Yes 🗌 No 🗌
Well Driller (see also Operating Engineer) Yes No N/A Yes No Yes No Act No Act No	Sprinkler Fitter	Yes No No N/A	Yes 🗌 No 🗌
affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.	Truck Driver	Yes No N/A	Yes 🗌 No 🗌
rue and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.	Well Driller (see also Operating Engineer)	Yes No No N/A	Yes 🗌 No 🗌
Signed: Date:	ue and correct to the best of my knowledge. Additionally, I acknowledge any clave an impact on compliance with the Nevada Apprenticeship Utilization Act, 2	hanges to the anticipated workfor	rce, which may
	igned:	Date:	

BID NO 2020-07

Governor's Office of Workforce Innovation (OWINN)
Main Phone # 702-486-8080
When completed, email to:
NVApprenticeship@gov.nv.gov

	BID NO. 2020-07
P	harmacy Clean Room Design & Build
REQUEST FOR N	EVADA REGISTERED APPRENTICE
VERIFICATION	

		7.73.75		
Name of requesting contractor/awarding body/organization:				
Name and title of person requesting this verification:				
Contact phone # of person requesting this verification:				
Email address of person requesting this verification:				
Date this request was submitted to OWINN	l:			
Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.)				
*APPRENTICE NAME (First, Last)	RAPIDS ID #	OCCUPATI		ESHIP PROGRAM nole. Local 12)
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)				
Apprentices only need to be verified once in the Requesting Contractor/Awarding Boalso acknowledges that Journeymen wage in required ratios are not met. Furthermore form is signed, and ALL FIELDS are comparing the second signed: Name/Title:	ody/Organization certifices must be paid for times, the OWINN office wi	es and assures the info e worked during canc	ormation above is tru eled or suspended til	e and correct. me periods or
	FOR OWINN USE	ONLY		
<u>Date F</u>	Received:			
	Initial	Ratio	Ratio T	hereafter
Occupation	Apprentice(s)	per Journeymen /	Apprentice(s)	p Journeymen
				/

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

- A. The BIDDER shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through the BIDDER's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.
- B. Not later than **ten (10) business days** after OWNER's written request for insurance, the BIDDER shall furnish contract bonds to the Purchasing and Contracts Division as follows:
 - 1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
 - 2. Performance Bond in the amount of 100% of the Contract price.
 - 3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the Governing Body has authorized the award and the BIDDER has submitted its required bonds utilizing the OWNER's Bond forms.

C. Form of Bonds

- 1. The bonds referred to herein shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.
- 2. The BIDDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
- 3. Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.
- 4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

INSURANCE

- A. BIDDER further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the OWNER to make any payment under this contract, to provide the OWNER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not the BIDDER has employees.
- B. BIDDER agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If BIDDER does not maintain coverage throughout the entire term of the contract, BIDDER agrees that OWNER may, at any time the coverage is not maintained by BIDDER, order the BIDDER to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
- C. The BIDDER shall furnish not later than **ten (10) business days** after OWNER's written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.
- D. As a condition precedent to receiving payments, BIDDER shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for the OWNER should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the BIDDER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the OWNER.
- F. BIDDER shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. BIDDER will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the BIDDER thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the BIDDER in default of its obligation under this paragraph.
- G. OWNER, its Officers, employees, agent, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
 - 1. The BIDDER's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. any other coverage (insurance or otherwise) available to OWNER, its officers, employees, and volunteers shall be excess over the insurance required of the BIDDER and shall not contribute with it.
- H. The BIDDER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the BIDDER's contractual obligation of additional insured to OWNER. All policies must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
- All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. If the deductible is "zero" it must still be referenced on the certificate.
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$2,000,000 per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. BIDDER's insurer must notify the OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. The BIDDER shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BIDDER, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in BIDDER's Bid. The BIDDER is required to obtain and maintain the following coverage:
 - 1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within ten (10) business days after OWNER's written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. BIDDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
 - 2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. BIDDER shall maintain limits of no less than \$1,000,000 combined single limit "per accident" for bodily injury and property damage. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
 - Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, BIDDER, Subcontractors, and Subcontractors of any tier. Coverage shall

be written on forms to include Fire, Extended Coverage, and Special Form including theft. BIDDER is responsible for the deductible for any claim made against the policy.

- 4. <u>Pollution Insurance</u>: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
- L. If the BIDDER fails to maintain any of the insurance coverage required herein, then the OWNER will have the option to declare the BIDDER in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The BIDDER is responsible for any expenses paid by the OWNER to maintain such insurance and the OWNER may collect the same from the BIDDER or deduct the amount paid from any sums due the BIDDER under the contract.
- M. The insurance requirements specified herein do not relieve the BIDDER of its responsibility or limit the amount of their liability to the OWNER or other persons and the BIDDER is encouraged to purchase such additional insurance, as it deems necessary.
- N. BIDDER is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by the BIDDER, any subcontractor or anyone employed, directed or supervised by BIDDER. The BIDDER is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. The BIDDER shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, the BIDDER shall indemnify, defend and hold OWNER harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of BIDDER or its principals, employees, subcontractors or other agents while performing services under this Contract. BIDDER shall indemnify, defend and hold harmless the OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
- Q. BIDDER agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.
- R. Any conflict between adopted codes and standards shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:							
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER FAX (A/C N NUMBER)	o.)BROKER'S FAX ER						
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS							
	INSURER(S) AFFORDING COVERAGE	NAIC #						
INSURED	INSURER A: COMPANY'S							
CONTRACTOR'S NAME	INSURER B: BEST KEY							
ADDRESS PHONE & FAX NUMBERS	INSURER C: RATING							
THORE & FAX NOWIDERO	INSURER D:							
	INSURER E:							
	INSURER F:							

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS				
	GENERAL LIABILITY						EACH OCCURRE	NCE		\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO REN PREMISES (Ea ou		e)	\$	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any or	e persor	1)	\$	5,000
							PERSONAL & AD	/ INJUR	Υ	\$	1,000,000
							GENERAL AGGR	GATE		\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - CC	MP/OP	AGG	\$	2,000,000
	POLICY X PROJECT LOC						DEDUCTIBLE MA	XIMUM		\$	25,000
	AUTOMOBILE LIABILITY						COMBINED SING (Ea accident)	E LIMI	-	\$	1,000,000
	X ANY AUTO						BODILY INJURY (Per pers	on)	\$	
	ALL OWNED AUTOS	Х					BODILY INJURY (Per acci	dent)	\$	
	SCHEDULED AUTOS	^					PROPERTY DAM	AGE (Pe	r accident)	\$	
	HIRED AUTOS									\$	
	NON-OWNED AUTOS						DEDUCTIBLE MA	XIMUM		\$	25,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS		OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	Х					E.L. EACH ACCIDEN			\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE – E.A.	MPLOYE	E	\$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL	CY LIMIT		\$	
										_	

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BID NO. 2020-07, Pharmacy Clean Room Design and Build. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89012 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:	COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY
BID NUMBER AND PHARMACY CLEAN RO	OOM DESIGN AND BUILD:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD. LAS VEGAS, NEVADA 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

PERFORMANCE BOND

OF NEVAD

KNOW ALL MEN BY THESE PRESENTS,

IMPORTANT:

SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

That	, as	Principal Contractor, and	, as Surety,
sum of	dolla	NTER OF SOUTHERN NEVADA, hereing rs, for the payment of which sum well a and assigns, jointly and severally, firm	and truly to be made, we bind
	der the Bidding Schedule(s) Bid No. B	ward and shall enter into the contract w d No. 2020-07 of the Owner's specification	
		requirements of said contract required t bligation shall be null and void, otherwi	
pursuant to the tern extensions of time g	ns of said contract, shall not in any wa	ork to be done or the materials to be fur y release said Contractor or said Sure ract release either said Contractor or sa hereby waived by said Surety.	ty thereunder, nor shall any
SIGNED this	day of,	(SEAL AND NOTARIAL AC SURET	
		(Principal Co	ntractor)
		(Authorized Represe	ntative and Title)
		By:(Signature)
		Surety:	
A)	appointed Agent Name)	(State of Nevada, Li	cense Number)
Ву:	(Signature)	(Appointed Age	ent Name)
(Licens	e Number and Issuing State)	By:(:	Signature)
Address:		Address:	
Telephone:		Telephone:	

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

Telephone:

That _______, as Contractor, and _______, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum _ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bid Schedule(s), BID NO. 2020-07, Pharmacy Clean Room Design and Build. NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law. PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety. (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SIGNED this _____ day of _____, SURETY) (Principal Contractor) (Authorized Representative and Title) By: (Signature) Surety: (Appointed Agent Name) (State of Nevada, License Number) By: (Signature) (Appointed Agent Name) By: (License Number and Issuing State) (Signature) Address: Address:

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

Telephone:

BOND NUMBER:
BID NO. 2020-07
Pharmacy Clean Room Design & Build

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A.

ACCEPTABLE.
ss of Prime Contractor)
Clean Room Design and Build, which we have constructed, has that the work as constructed will fulfill the requirements of the prepair or replace any or all of our work together with any other prove to be defective in workmanship or materials within a period tion of the above named work by the University Medical Center of Juiversity Medical Center of Southern Nevada, ordinary wear and
d conditions within fourteen (14) calendar days after being notified a collectively or separately, do hereby authorize University Medica epaired and made good at our expense and we will honor and payon work is started, it shall be carried through to completion.
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
(Principal Contractor)
(Authorized Representative and Title)
By: (Signature)
Surety:
(State of Nevada, License Number)
(Appointed Agent Name)
By: (Signature)
Address:
Telephone:

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

EXHIBIT C-1 MEDIATOR AGREEMENT

Universi	This Agreem ty Medical	nent ("Agreement") is Center of Souther ("Mediator") O	made and entered into n Nevada ("OWNEF WNER and	o this day o R"),are collec	f,	by and between the ("Contractor") and as "Parties"
		(Miculator). Of	VVIVEIX dild	are conce	ouvery referred to a	io i ditico .
	nd the OWNE	R and	was awarded th	ne BID NO. 2020-07 entered into a	7, Pharmacy Clea a contract entitled _	n Room Design and
("Contra	ict");					
	WHEREAS,	a claim, dispute or con	ntroversy relating to the	Contract has arisen	between the Parti	es;
negotiat		the Parties have have ed in section	en been unsuccessful of the Contract,	in resolving the cla	im, dispute or co	ntroversy by informa
the clain	WHEREAS, n, dispute or c	ontroversy, pursuant to	has submitted a dem o section of	and to the Contract;	for non-binding	informal mediation of
claim, d	WHEREAS, ispute or contr		the Parties to mutually	agree upon a privat	te independent me	ediator to mediate the
	WHEREAS,	the Parties have mutua	ally agreed to hire Media	ator in this matter;		
	WHEREAS,	Mediator is willing to a	ccept this appointment;			
	NOW THERE	EFORE, the County, C	Contractor and Mediator	agree as follows:		
1.	Scope of Ser	vices				
Contrac America "Mediato	ne Contract. It and consiste in Arbitration Arbitratio	Mediator agrees to co ant with the most curre Association. Additionary and Duty to Disclose	oint Mediator to mediate and uct a mediation in a control of "The Mode ally, Mediator agrees to e", "Duties and Responsion Procedures" as apprint	ccordance with sec el Standards of Cor conduct the media sibilities of the Media	tion 7 of the Gene iduct for Mediators tion consistent with ator" and "Confide	eral Conditions of the s" as approved by the n sections addressing entiality" of the curren
2.	Mediator's Fe	ees and Expenses				
	of the Mediato		of \$ for his servicensible for fifty-percent r.			
distance		d Contractor agree to lls, photocopying and r	reimburse Mediator fo mailing fees.	r reasonable exper	nses including, bu	t not limited to, long
_						

3. <u>Billing</u>

Mediator will provide, on a monthly basis, invoices to OWNER and Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

OWNER and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER:	 	 	
To Contractor:	 		
To Mediator:			

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. <u>Entire Agreement</u>

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

Pharmacy Clean Room Design & Build IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:							
Mason VanHouweling, CE	0						
Ву:							
Name:							
Its:CONTRACTOR							
STATE OF NEVADA)						
COUNTY OF CLARK)) ss.					
On this day of		, 20_	_, before me	the undersigned	, a Notary P	ublic, in and	d for said County
and State, personally appeared				, who acknowle	dged to me	that	executed the
above instrument for the purposes	herein	stated.					
WITNESS my hand and official sea	al.						
NOTARY PUBLIC In and for said County and State							
By:							
Name:							
Its:							
STATE OF NEVADA)) ss.					
COUNTY OF CLARK)	, 33.					
On this day of							
and State, personally appeared				, who acknowle	dged to me	that	executed the
above instrument for the purposes	herein	stated.					
WITNESS my hand and official sea	ıl.						
NOTARY PUBLIC In and for said County and State		<u> </u>					

EXHIBIT C-2

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter refe	rred to as ("Co	onfidentia	lity Agreer	ment") is n	nade and ent	ered
into this day of, 20_ by and between the	University M	ledical Ce	enter of So	outhern N	evada, a pul	blicly
owned and operated hospital created by virtue of Chapter	450 of the	Nevada	Revised	Statutes	(OWNER),	and
		("		_").	County	and
are collectively referred to as "Parties".						
RECITAL	_S					
WHEREAS, was award	ed BID NO. 2 0	020-07 for	the Phar i	macy Cle	an Room De	sign
and Build Project, and OWNER andentered in	nto a contract	entitled for	or the Proj	ect ("Cont	ract");	
WHEREAS, a claim, dispute or controversy relating to the	Contract has	arisen be	tween the	Parties;		
WHEREAS, the Parties have haven been unsuccessful	in resolving	the claim	dispute	or controv	ersy by info	rmal
negotiations as required in section of the Contract,						
WHEREAS, has submitted a der	nand to	1	or non-bir	nding info	rmal mediation	on of
the claim, dispute or controversy, pursuant to section o	f the Contract	;				
WHEREAS, pursuant to section of the Contr	act, the Partie	es are req	uired to er	nter into th	nis Confident	iality
Agreement as a condition of the informal nonbinding mediation price	r to the comm	nencemer	t of the m	ediation;		
NOW THEREFORE, in consideration of the premises an	d covenants h	herein coi	ntained, it	is mutual	ly agreed by	and
between the parties hereto as follows:						

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

- a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;
- b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;
 - c) written and oral statements made or documents exchanged;
 - d) proposals made or views expressed by the mediator; or
- e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

Pharmacy Clean Room Design & Build
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Ву:					
·	Mason VanHouweling Chief Executive Officer				
By:					
Name:					
Its:					
STATE	OF NEVADA)) ss.		
COUNT	Y OF CLARK)) 55.		
	•			fore me the undersigned, a Notary Publ, who acknowledged to me that	•
instrume	ent for the purposes here	in state	d.	-	
WITNES	SS my hand and official s	eal.			
NOTAR	Y PUBLIC	_			

EXHIBIT D

Contractor Acknowledgement of UMC Procedures & Practices

Check In/Check Out Procedures

All outside contractors/vendors performing work at UMC are required to sign in upon entering the hospital and receive either a visitor's badge or temporary sticker badge. Prior to leaving the hospital, the contractor/vendor is required to sign out of the Vendor's Log and, if issued, return the visitor's badge. All badges will be worn at eye level and be prominently displayed. Failure to wear a badge could result in you being asked to leave the property immediately.

<u>Parking</u>

Parking is to be in designated areas only. You can, and will be towed if you park in any reserved parking spot. Parking in front of either loading docks is strictly prohibited unless prior arrangements have been made with receiving department personnel. UMC is not responsible for any parking violations received (i.e. expired parking meter fines, fire lanes, etc.) Vehicles are towed at owner's expense. Talk to any maintenance supervisor if special parking requirements are needed.

System/Utilities Shutdown Notification

Due to the nature of our business, any required interruptions of service to this facility, including but not limited to: Water, Power, Medical Gas, Natural Gas, etc., with the exception of emergencies, and Fire Safety System outages longer than 4 hours, must be made at least 14 days prior to the start of the job. Failure to notify us of interruptions could result in loss of patient life. Engineering must be notified at least 1 hour in advance to have fire alarms, smoke detectors, or sprinkler systems temporarily disabled.

Structural Fire Proofing

At no time will structural fireproofing (i.e. monokote) be removed from any I-beams or support braces without prior authorization from the Director of Engineering, or designee.

Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a \$1000.00 fine. Contractor will be responsible for payment.

Above the Ceiling Work

Work of any kind of work being performed above the ceiling level must be reported to Engineering Department and be issued a contractor badge with red dot. This badge with red dot is your "permit". If you are performing any work above the ceiling are not displaying a badge, you will be to told to stop all work and may be asked to leave the property immediately.

Wall Penetrations

Any penetrations into a firewall must be reported to the Engineering Department. Unless there are other arrangements made, it is your responsibility to ensure that any penetrations are properly patched using industry standard fire caulking material by certified installer in compliance with a UL listed penetration detail. Upon completion of the work an Engineering Maintenance Supervisor, or designee, will inspect the area and sign off on the job. If you are unsure whether the wall is a firewall, ask a supervisor.

Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

Infection Control

The following precautions should be taken to maintain safety: Isolate HVAC system to prevent contamination of duct system; construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site; all personnel entering work site are required to wear shoe covers or use sticky mats to trap dirt/dust, shoe covers must be changed each time the worker exits the work area or sticky mats changed whenever they lose their stickiness; contain construction waste before transport in tightly covered/taped containers; wet mop area with disinfectant; remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

Contractor - Safety

All em	ergencies – call Public Safe	ty 24/7 - 383-2777 or 38	3-1810	
Your e	mergency contact: Name:		Number:	
Fire Co	odes - announcement via ov	erhead paging system		
0	Code Red Drill – Fire drill			
0	Code Red - Actual Fire			
0	Code Green – all clear, yo	ou can resume work activ	rities	
0	Contractor will provide the	eir own fire extinguishers		
Hospit	al Codes - announcement v	ria overhead paging syste	em	
0	Code Orange – Hazardou	s Materials Spill		
0	Code Pink – Pediatric/Infa	nt Abduction		
0	Code Blue - Cardiac arre	est		
0	Code Black – Bomb Threa	at		
0	Code Triage – Disaster pla	an		
0	Code White - Stroke			
Emerg	ency Exits			
UMC S	afety Manager/Engineering	will show your representa	ative emergency exits in the work area	
Partitio	ons			
Tempo	rary construction partitions n	nust be smoke tight and	built of non-combustible materials.	
Chemi	cals			
0	Any chemicals brought on	-site, UMC Safety Manag	ger must have a MSDS/SDS	
0	No flammable materials st	ored on-site		
0	All containers must be pro	perly labeled		
Noise				
UMC S	afety Manager/Engineering	must be notified if noise	levels exceed 90 db inside the hospita	I
Electri	cal			
	L approved electrical device fault circuit interrupters (GF		No frayed wiring or inappropriate use	of extension cords. Use
Smoki	ng			
Smokir	g is prohibited on UMC prop	perty.		
Waste				
All was	te and debris must be remo	ved from premises at end	d of workday	
OSHA				
Contra	ctor shall have current OSH	A 10 or 30 Hour card in t	heir possession when engaged in worl	on UMC property
	e responsibility of the Geneures and Practices to all sub		provide and maintain documentation	of UMC's Contractor's
Print E	mployee Name	Signature	Date	
Comp	any			



THE SYMBOL OF EXCELLENCE

EXHIBIT E - EXAMPLE Infection Control Risk Assessment for Construction (ICRA)

Site:

Date of evaluation:

Step One:

Using the following table, identify the type of construction activity:

	Inspection and Non-Invasive Activities.				
	Includes, but is not limited to:				
	■ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet				
TYPE A	■ painting (but not sanding)				
	 wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection. 				
	Small scale, short duration activities which create minimal dust				
	Includes, but is not limited to:				
TYPE B	■ installation of telephone and computer cabling				
	 access to chase spaces 				
	cutting of walls or ceiling where dust migration can be controlled.				
	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building				
	components or assemblies				
	Includes, but is not limited to:				
	sanding of walls for painting or wall covering				
TYPE C	removal of floor coverings, ceiling tiles and casework				
	new wall construction				
	minor duct work or electrical work above ceilings				
	■ major cabling activities				
	any activity which cannot be completed within a single work shift.				
	Major demolition and construction projects				
	Includes, but is not limited to:				
TYPE D	 activities which require consecutive work shifts 				
	 requires heavy demolition or removal of a complete cabling system 				
	• new construction.				

Step Two:

Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
 Office areas Unoccupied Space 	 Cardiology Echocardiography Endoscopy Nuclear Medicine Physical Therapy Radiology/MRI Respiratory Therapy 	 CCU Emergency Room Labor & Delivery Laboratories (specimen) Newborn Nursery Outpatient Surgery Pediatrics Pharmacy Post Anesthesia Care Unit Surgical Units Maternity 	 Any area caring for immunocompromised patients Cardiac Cath Lab Central Sterile Supply Intensive Care Units Medical Unit Negative pressure isolation rooms Oncology Operating rooms, including C-section rooms

Step Three:

Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1 Construction Activity/Infection Control Matrix
Construction Project Type

	71			
Patient Risk Level	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV control procedures are necessary.

Infection Control Precautions

	During Construction Project	Upon Completion of Project
CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	
CLASS II	Provide active means to prevent airborne dust from dispersing into atmosphere. Water-mist work surfaces to control dust while cutting. Seal unused doors with duct tape. Block off and seal air vents. Place dust mat at entrance and exit of work area. Remove or isolate HVAC system in areas where work is being performed.	 Wipe work surfaces with disinfectant. Contain construction waste before transport in tightly covered containers. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	 Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts. Tape covering unless solid lid. 	 Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. Vacuum work area with HEPA filtered vacuums. Wet mop area with disinfectant. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	 Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. Seal holes, pipes, conduits, and punctures appropriately. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 	 Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts. Tape covering unless solid lid Vacuum work area with HEPA filtered vacuums. Wet mop area with disinfectant. Remove isolation of HVAC system in areas where work is being performed.

Step Four: Identify the areas surrounding the project area, assessing potential impact.

Unit Below	Unit Above	North	South	East	West	
Risk Group						

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

Step Six: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:

<u>Step Seven:</u> Identify containment measures, using prior assessment. What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

<u>Step Eight:</u> Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

<u>Step Nine:</u> Work hours: Can or will the work be done during non-patient care hours?

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Step Ten: Do plans allow for adequate number of isolation/negative airflow rooms?

Step Eleven: Do the plans allow for the required number & type of hand washing sinks?

Step Twelve: Does the infection control staff agree with the minimum number of sinks for this project?

Step Thirteen: Does the infection control staff agree with the plans relative to clean and soiled utility rooms?

<u>Step Fourteen:</u> Plan to discuss the following containment issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when)

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group — Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Counsel Bureau, and will be used only for such purpose.

- Minority Owned Business Enterprise (MBE): An independent and continuing business for profit which performs a commercially useful function
 and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American, Pacific
 Islander American or Native American ethnicity.
- Women Owned Business Enterprise (WBE): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- Physically-Challenged Business Enterprise (PBE): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- Small Business Enterprise (SBE): An independent and continuing business for profit which performs a commercially useful function, is not
 owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed
 \$2,000,000.
- Veteran Owned Business Enterprise (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- Disabled Veteran Owned Business Enterprise (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- Emerging Small Business (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) - Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email — If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
 - In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity	/ Ty	oe (Please select	one	e)			1		1		T	
Sole Proprietorship		Partnership		Limited ibility Company		Corporation	☐ Tru	ıst	☐ Non-Profit Organization		☐ Other	
Business Desig	ınati	on Group (Pleas	e se	lect all that appl	y)					1		
□ МВЕ		□WBE		SBE		☐ PBE			☐ VET		OVET	☐ ESB
Minority Busines Enterprise	ss	Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise		b	Veteran Owned Business	_	abled Veteran ned Business	Emerging Small Business
Number of	Cla	rk County Ne	eva	ıda Resident	s E	Employed:						
Corporate/Busi		-										
(Include d.b.a.,	if ap	plicable)										
Street Address	:								ebsite:			
City, State and	Zip	Code:							C Name: nail:			
Telephone No:									k No:			
Nevada Local S	tree	t Address:							ebsite:			
(If different from												
City, State and	Zip	Code:						Loc	cal Fax No:			
I and Talantan	- N				Local POC Name:				cal POC Name:			
Local Telephor	e No	D:						Em	nail:			
Publicly-traded ownership or fina Entities include a	entit ncial	ies and non-profi interest. The disclo	it or gosure	e requirement, as a anized under or gov	list pplie verr	ed to land-use a ned by Title 7 of	pplication	ns, ex ida R	I Directors in lieu of di extends to the applicant a evised Statutes, includin hips, and professional co	nd the g but i	landowner(s).	te corporations,
											ot required for Pub prations/Non-profit	licly Traded
		•	-	aded corporations		•	•		•		□ No	t. Data "
				owners or principals tion District full-time					a Clark County, Departmed official(s)?	ent of	Aviation, Clark Co	ounty Detention
☐ Yes				please note that 0 contracts, or other					d/elected official(s) may to competitive bid.)	not p	erform any work	on professional
sister, grand	dchild		ited t	o a Clark County, D					ic partner, child, parent, i nty Detention Center or 0			
☐ Yes		□ No (If	yes,	please complete th	ne D	isclosure of Rela	ationship	form	on Page 2. If no, pleas	e print	N/A on Page 2.)	
				e information provid nd sales, leases or					nd accurate. I also under d disclosure form.	stand	that the Board will	not take action
Signature						Print Name						
Title						Date						

DISCLOSURE OF OWNERSHIP/PRINCIPALS

List any disclosures below: (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT		
OTTILIOT KINOII AL	7112 002 11122		DEI / III III III II		
* UMC employee means an	employee of University Medic	al Center of Southern Nevada	ì		
"Consanguinity" is a relations	ship by blood. "Affinity" is a re	elationship by marriage.			
"To the second degree of cor	nsanguinity" applies to the can	didate's first and second degre	ee of blood relatives as follows:		
	d Domestic Partners – Childre				
		,			
Brothers/Sisters – H	alf-Brothers/Half-Sisters – Gra	andchildren – Grandparents –	In-laws (second degree)		
For County Hoo Only					
For County Use Only: If any Disclosure of Relationship is a	noted above, please complete the foll	lowing:			
	oyee(s) noted above involved in the c	-	particular agenda item?		
	oyee(s) noted above involved in any v		-		
Notes/Comments:		·			
Signature					
Print Name Authorized Department Representa	tive				

REPRESENTATIONS AND CERTIFICATIONS

e prospective bi	oidder/proposer,certifies to the best of its knowledge and belief that it and its princip
	either it nor any of its subcontractors, or affiliates Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such fe health care programs and
b.	Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that suparty or its affiliates know or should know are excluded from participation in any federal health care prograto provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no fit adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending threatened against such COMPANY or its affiliates or to their knowledge against any employee, contract or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adve Actions").
	esently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from cover ctions by any Federal department or agency;
against a publi antitrus	within a three (3)-year period preceding this agreement been convicted of or had a civil judgment render them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or perform ic (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record grales statements, or receiving stolen property;
against perform or Sta	not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment render at them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, ming a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federate antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destructions, making false statements, or receiving stolen property;
	of presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or locommission of any of the offenses enumerated in paragraph three (3) of this certification; and,
termina relation	t has not refused to deal or to conduct business with, abstained from dealing or conducting business we ating business or business activities with or performing any other action that is intended to limit commerces with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance evada Revised Statute 332.065
	at a false statement on this certification may be grounds for rejection of this proposal or termination of the awa er 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years,
	Printed Name & Title of Authorized RepresentativeBid Number

Date

Bid Number

Date

Signature of Authorized Representative

Signature

I am unable to certify to the above statement. My explanation is attached.

Application:_____

Progress Billing

OWNER:	University Medical Center Attn: 1800 W. Charleston Blvd Las Vegas, NV 89102	Pharmacy Clean Room Design and Build Location		Date:
Applica	tion For Payment On Contract		Contractor's Certification of Work	
	Original PO Contract Amount Net Change by Change Order Contract Sum Total Complete to Date Total Retained		The undersigned contractor certifies that, to the be work on the above named job has been complete specifications to the level of completion indicated or Contractor:	ed in accordance with the plans and
	Total Earned Less Retained Less Previous Billings Current Payment Due Balance on Contract			
	Make Checks Payable to: Address:			

Application:_____

Progress Billing

								Date:			
Schedule of Work Competed											
Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained			
These line items will come from our bid documentIt will be job specific.											
Totals											

BID NO. 2020-07 narmacy Clean Room Design & Build

WFFKI Y WAGE	AND HOUR REPORT	OF F	URI	IC W	ORK	CON	JTRΔ	CTO	RS F	OR THE P	AYROLL PE	FRIOD FN	IDING				Pharmacy Clean	Room Design & Build
Pursuant to Chapter 338 of NRS a paid to each workman employed b the contract no later than 15 days	and NAC, respectively, by him in connection wi	the c	ontra publ	ctor	and e	ach s	subco	ontrac	tor sl	hall keep or	cause to be	e kept an a	accurate	record sh		e name ar		
Report #Reg	jular Weekly Report [Fin	al Re	port 1	for Pr	oject	Bid/	Proje	ct # _			PW	/P				_	
Project Title Prime Contractor Name & Ad	To a second									Public	Body Award	ding Contr	ract				Linear H	
Subcontractor Name & Addre																		
	1	1							ove	Reference	d Public W						Ι	1
Employee Name &	Work Classification	Hours Worked By Day			Total	Hourly		Hourly Frir	ge Benefit	Contribution	<u> </u>	Gross	Net					
State/Jurisdiction that issued Identification			S	М	Т	W	Т	F	S	Hours For Week	Rate Of Pay	H & W	Pen.	Vac.	App. Trg	Other	Amount Earned For Week	Wage Paid For Week
		S																
		0																
		S																
		0																
		S																

STATE OF NEVADA Office of the Labor Commissioner STATEMENT OF COMPLIANCE

statement of worker⊡s earnings empl	oyed on this Public W	,	ntractor for the following pa	ayroll period:	, ,	·
Month and Day	Year	to Month and Day	,	 ar		
I further certify:						
2. That any apprentice listed3. Check all that apply:The contractor isEach employee li	herein is registered in signatory to a collectivated has been paid the	rages earned by any person so listed a bona fide apprenticeship program we bargaining agreement with some e required applicable wages plus the	or all of its employees. e amount of fringe benefits	listed in their contract.		
Lach employee lis	sted has been paid the	e required applicable wages per hour	with no fringe benefit contr	ibutions paid by the contra	ctor.	
☐ Prime Contractor ☐ Subcontractor						
Contractor Name:		A	ddress:			
Telephone:		F	ax:			
		1				
PRINTED NA	AME/TITLE	SIGN	ATURE	DATE		

NRS 338.070:

- 4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
- 5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
- 6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Proj	ject Number:		Date:							
Pha	rmacy Clean Room Design a	nd Build:		CL-2021-20						
Gen	eral Contractor:	-		Sul	ocontractor:					
Prep	pared by:			Conta	ct Number:					
Ema	ail Address:									
	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits			
1			☐YES or ☐NO							
2			☐YES or ☐NO							
3			☐YES or ☐NO							
4			☐YES or ☐NO							
5			☐YES or ☐NO							
6			☐YES or ☐NO							
7			☐YES or ☐NO							
8			☐YES or ☐NO							
9			☐YES or ☐NO							
10			☐YES or ☐NO							
11			☐YES or ☐NO							
12			☐YES or ☐NO							
13			☐YES or ☐NO							
14			☐YES or ☐NO							
15			☐YES or ☐NO							
16			☐YES or ☐NO							
17			☐YES or ☐NO							
18			☐YES or ☐NO							
19			☐YES or ☐NO							
20			☐YES or ☐NO							

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Proj	ect Number:		Date:										
Pha	rmacy Clean Room Design a	nd Build:	PWP Number: CL-2021-20										
Gen	eral Contractor:	- 	Subcontractor:										
Pre	pared by:		Contact Number:										
Ema	ail Address:												
	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project								
1													
2													
3													
4													
5													
6													
7													
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CONFIDENTIAL NON-APPORTIONED VEHICLE REPORT

Pha Ger Pre	ject Number: nrmacy Clean Room Design and Buil neral Contractor: pared by: ail Address:	d: PWP N Subco	PWP Number: CL-2021-20 Subcontractor: Contact Number:							
	OWNER Name	Vehicle Description	License No. and State							
1										
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MATERIALS PURCHASED REPORT

			Date:	
Pha	rmacy Clean Room Design an	d Build:	PWP Number: CL-2021-20	
Gen	neral Contractor:		Subcontractor:	
Prepared by:			Contact Number:	
Email Address:				
	Material Supplier Name	Address	Materials Purchased	
1				
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Pharmacy Clean Room Design & Build CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS									
Pro									
Pharmacy Clean Room Design and Build:				PV	PWP Number: CL-2021-20				
General Contractor:			S	Subcontractor:					
Prepared by:			Con	Contact Number:					
Email Address:									
	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract			
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^{*}Reference Instruction to Bidders for definitions.